



To: Honorable Mayor and Village Council

Date: January 4, 2016

From: Edward Silva, Village Manager

Re: RFP No. 1415-03-003 Website
Redesign and Implementation
Services w/Mobile App.

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT WITH CIVICPLUS FOR PROFESSIONAL WEBSITE DESIGN AND IMPLEMENTATION SERVICES, INCLUDING THE MOBILE APP FEATURE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A FOUR-YEAR AGREEMENT WITH SAID COMPANY FOR \$47,076; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay Procurement Division prepared a Request for Proposal (RFP) to solicit proposals from web firms for the selection of a qualified professional company with expertise in web design and implementation. The most responsive firm was CivicPlus, and the selection of said company was approved by the Village Council in November by Resolution No. 2015-90. Following the selection, negotiations were initiated, culminating in two proposed options for the Village, with Option 1 providing the website design services requested on the RFP, and Option 2 supplementing the services with the mobile application feature, at a 30% discount to the Village. This resolution authorizes the Village Manager to enter into contract for website design services, inclusive of the mobile application feature.

The cost for the website design and implementation services is \$24,491. The inclusion of the Mobile Application was initially proposed for a one-time cost of \$5,500 and an annual maintenance fee of \$1,950, and was later reduced to \$3,847 and \$1,365 respectively. The app allows for faster access to information, including push notifications.

The addition of the mobile app feature brings the total cost to \$28,338, with an annual hosting fee of \$6,246. The company has extended a no-interest payment plan to the Village that redistributes the payment over a 4-year period. The contract cost detail and payment plan information is included below:

Contract Cost Detail					
Website Design & Mobile App	Hosting Year 1	Hosting Year 2	Hosting Year 3	Hosting Year 4	Total Contract Cost
\$ 28,338	\$ 0	\$ 6,246	\$ 6,246	\$ 6,246	\$ 47,076
Payment Plan Information					
Year 1 Payment	Year 2 Payment	Year 3 Payment	Year 4 Payment	Total	
\$ 11,769	\$ 11,769	\$ 11,769	\$ 11,769	\$ 47,076	

FISCAL/BUDGETARY IMPACT:

Funding has been allocated in the FY 2015-16 Adopted Budget, in General Government -- Website Development Surplus.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT WITH CIVICPLUS FOR PROFESSIONAL WEBSITE DESIGN AND IMPLEMENTATION SERVICES, INCLUDING THE MOBILE APP FEATURE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A FOUR-YEAR AGREEMENT WITH SAID COMPANY FOR \$47,076; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Village of Palmetto Bay Procurement Division prepared a Request for Proposal (RFP) to solicit proposals from web firms for the selection of a qualified professional company with expertise in web design and implementation; and,

WHEREAS, the firm selected pursuant to the competitive process was CivicPlus, which selection was approved by the Village Council on November 2, 2015 via Resolution No. 2015-90; and,

WHEREAS, the Village desires to enter into a four-year contract with CivicPlus to provide web design and implementation services, inclusive of a Mobile App feature for a total contract cost of \$47,076.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The contract between the Village of Palmetto Bay and CivicPlus for website design and implementation services, inclusive of the mobile app feature, is hereby approved.

Section 2. The Village Manager is authorized to enter into a four-year contract on behalf of the Village for a total contractual cost of \$47,076.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of January, 2016.

Attest: _____
Meighan Alexander
Village Clerk

Eugene Flinn
Mayor

44 APPROVED AS TO FORM:

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Dexter W. Lehtinen

49 Village Attorney

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53 FINAL VOTE AT ADOPTION:

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55 Council Member Karyn Cunningham _____

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57 Council Member Tim Schaffer _____

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59 Council Member Larissa Siegel Lara _____

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61 Vice-Mayor John DuBois _____

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63 Mayor Eugene Flinn _____

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**CONTRACT AGREEMENT
BETWEEN
VILLAGE OF PALMETTO BAY AND CIVICPLUS
FOR
WEBSITE REDESIGN AND IMPLEMENTATION WITH THE
MOBILE APP FEATURE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the **Village of Palmetto Bay**, a Florida municipal corporation (hereinafter referred to as "Village"), and **CivicPlus** authorized to do business in the State of Florida, (hereinafter referred to as "Consultant" and jointly referred to as the Parties.

WHEREAS, the Village advertised a Request for Proposals ("RFP") on July 20th 2015, and

WHEREAS, Consultant submitted a Proposal dated August 19th 2015 in response to the Village's request, and

WHEREAS, at a meeting held on November 2nd 2015, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the services described in the RFP and Consultant's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 **Incorporation by Reference.** The entire contract consists of 27 pages.

The following document is hereby incorporated by reference and made part of this Agreement (as part of the 27 pages):

- (i) Exhibit 1 – Agreement with CivicMobile App.

All exhibits may also be collectively referred to as the "Document". In the event of any conflict between the Document or any ambiguity or missing specifications or instructions, the following priority is established.

A. This Agreement

B. Exhibit 1

In the event that there is a conflict between (i) this agreement excluding Exhibit 1 and (ii) Exhibit 1, the Agreement excluding Exhibit 1 controls.

Article 2 **Scope of Work**

A. Consultant agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Consultant represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1 and the RFP scope of work.

Article 3 **Qualifications**

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Kansas corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 **Payment and/or Fees**

The Consultant shall submit invoices in accordance with the terms laid out in Exhibit 1. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Manager's Office, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. The Village agrees to comply with payment and fee provisions detailed on Exhibit 1, utilizing a 4 year payment plan, in so far as Exhibit 1 is not inconsistent with any provision of pages 1 through 14 herein.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Consultant shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Consultant under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of

accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village’s decision to terminate this Contract. Additionally, the Consultant agrees that in the event this Contract is terminated for the Village’s breach, the damages that Consultant may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days’ notice.

Article 8 Term

a) Notwithstanding any payment terms and schedules in Exhibit 1, the payment terms and schedule for this entire Agreement is as follows:

Contract Cost Detail- Option 2 (includes Mobile App.)					
Initial Investment	Hosting Year 1	Hosting Year 2	Hosting Year 3	Hosting Year 4	Total Contract Cost
\$ 0.00	\$ 11,769.00	\$ 11,769.00	\$11,769.00	\$ 11,769.00	\$ 47,076.00

b) The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of six (6) months subject to renewal by the Village to a total period of four (4) years, or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the initial six (6) month period is at the discretion of the Village Manager, and not a right of the Consultant. This option will only be exercised by the Village Manager when such continuation is clearly in the best interest of the Village. Should the Village Manager exercise his option to continue this Agreement, it shall be only for the Services (as defined within) agreed to in Agreement. If the Village Manager extends the contract for three (3) consecutive periods, any extension by the Village thereafter must be approved by the Village Council.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Consultant shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-

Consultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Consultant. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Consultant liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant

hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Consultant fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Consultant:

Tim Grant, Director of Sales
CivicPlus
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

Article 18 Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Consultant to the Village. None of the work or services under this Contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 19 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s),

Consultant, corporation, individual or Consultant, other than a bond fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 21 Conflict of Interest

Consultant agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 27 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 29 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 30 Permits, Licenses and Filing Fees

The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work.

Article 31 Safety Provisions

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 32 Public and Employee Safety

Whenever the Consultant's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 33 Preservation of Village Property

The Consultant shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 34 Immigration Act of 1986

The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35 Consultant Non-Discrimination

In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village Council, board of directors or other authority to execute

this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

CONSULTANT

Village of Palmetto Bay

CivicPlus

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

302 S. 4th Street, Suite 500
Manhattan, KS 66502

BY _____

BY _____

Edward Silva
Print Name

Tim Grant
Print Name

Village Manager
Title

Director of Sales
Title

ATTEST

Meighan J. Alexander
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Village Attorney



EXHIBIT "1"

Contact Information

WITH MOBILE APP.

Organization Village of Palmetto Bay

URL www.palmettobay-fl.gov

Street Address 9705 E. Hibiscus Street

Address 2

City Palmetto Bay

State FL

Postal Code 33157

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms Annual

Account Rep Solomon Grover

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



CivicPlus Advantage Contract Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a four (4) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 48 months from the first date of billing. At 48 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$6,246 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs beginning the fifth year of consecutive service.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 6.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
5. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

6. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is forty-eight (48) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
7. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination.
8. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2), three (3) and four (4) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination.
9. This contract may be extended to any municipality in the State of Florida to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
11. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.



Intellectual Property

12. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:
Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
 302 S. 4th Street, Suite 500
 Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

--Remainder of this page left intentionally blank--

ES _____
TG _____



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from November 16, 2015.

Project Development and Deployment <i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i> <i>Server Storage not to exceed 20 GB</i> <i>3 Days of Webinar Training</i>	Included
Project Enhancements CivicSend CivicMobile App	Included
Total First Year Fee	\$28,338

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting) <i>Subject to annual 5% increase starting year 5 and beyond.</i>	\$6,246
--	----------------

At the request of the Village of Palmetto Bay, Florida, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Annual Investment Payments	1st Year	2nd Year	3rd Year	4th Year
	\$11,769	\$11,769	\$11,769	\$11,769
Client may terminate contract at the end of 48 months or select from options available in Term 2 of the Terms & Conditions				

--Remainder of this page left intentionally blank--



Exhibit A.1 Project Development Scope of Work

<p>Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with the Village to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Village staff 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, the Village has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
<p>Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to the Village, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the Village completed to ensure all needs are clearly understood • gather preliminary design data for use 	<p>Village of Palmetto Bay will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
<p>Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



<p>Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 240 content pages from www.palmettobay-fl.gov to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the Village to adjust design and content changes • work with the Village to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website <ul style="list-style-type: none"> • http://www.palmettobay-fl.gov/
<p>Phase 4: 3 Days of Customized Interactive Webinar Training for up to 6 Employees <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provided training to the Village before the website goes live • train up to 6 staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • provide a location for training in the Village with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that the Village finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
<p>Project Enhancements: CivicSend CivicMobile App</p>	



Project Development and Deployment Includes the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B – Basic Redesign of Website

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will not be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Exhibit C - Premium Included Hosting

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement



Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	



Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.7%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee



To: Honorable Mayor and Village Council

Date: January 4, 2016

From: Edward Silva, Village Manager

Re: RFP No. 1415-03-003 Website
Redesign and Implementation
Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT WITH CIVICPLUS FOR PROFESSIONAL WEBSITE DESIGN AND IMPLEMENTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A FOUR-YEAR AGREEMENT WITH SAID COMPANY FOR \$39,134; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay Procurement Division prepared a Request for Proposal (RFP) to solicit proposals from web firms for the selection of a qualified professional company with expertise in web design and implementation. The most responsive firm was CivicPlus, and the selection of said company was approved by the Village Council in November by Resolution No. 2015-90. Following the selection, negotiations were initiated, culminating in two proposed options for the Village, with Option 1 providing the website design services requested on the RFP, and Option 2 supplementing the services with the mobile application feature, at a 30% discount to the Village. This resolution authorizes the Village Manager to enter into contract for website design services and does not include the mobile application feature.

CivicPlus provided a cost proposal of \$24,491.00 for website redesign and implementation services, along with hosting & security services for the first year. Starting in Year 2, the hosting and security services were quoted at \$4,881 per year, with a 5% increase beyond Year 4. The company also proposed a payment plan that would allow the Village to spread the initial investment costs over a 4 year period at a 0% interest rate. The contract cost detail and payment plan information are illustrated in the table below:

Contract Cost Detail					
Website Design	Hosting Year 1	Hosting Year 2	Hosting Year 3	Hosting Year 4	Total Contract Cost
\$ 24,491	\$ 0	\$ 4,881	\$ 4,881	\$ 4,881	\$ 39,134
Payment Plan Information					
Year 1 Payment	Year 2 Payment	Year 3 Payment	Year 4 Payment	Total	
\$ 9,783.50	\$ 9,783.50	\$ 9,783.50	\$9,783.50	\$ 39,134	

FISCAL/BUDGETARY IMPACT:

Funding has been allocated in the FY 2015-16 Adopted Budget, in General Government – Website Development Surplus.

RECOMMENDATION:

Approval is recommended.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 CONTRACTS; APPROVING THE CONTRACT WITH CIVICPLUS
6 FOR PROFESSIONAL WEBSITE DESIGN AND
7 IMPLEMENTATION SERVICES; AUTHORIZING THE VILLAGE
8 MANAGER TO EXECUTE A FOUR-YEAR AGREEMENT WITH
9 SAID COMPANY FOR \$39,134; AND PROVIDING AN EFFECTIVE
10 DATE.
11

12 WHEREAS, The Village of Palmetto Bay Procurement Division prepared a Request
13 for Proposal (RFP) to solicit proposals from web firms for the selection of a qualified
14 professional company with expertise in web design and implementation; and,
15

16 WHEREAS, the firm selected pursuant to the competitive process was CivicPlus,
17 which selection was approved by the Village Council on November 2, 2015 via Resolution No.
18 2015-90; and,
19

20 WHEREAS, the Village desires to enter into a four-year contract with CivicPlus to
21 provide web design and implementation services for a total contract cost of \$39,134.
22

23 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
24 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
25

26 Section 1. The contract between the Village of Palmetto Bay and CivicPlus for
27 website design and implementation services is hereby approved.
28

29 Section 2. The Village Manager is authorized to enter into a four-year contract on
30 behalf of the Village for a total contractual cost of \$39,134.
31

32 Section 3. This Resolution shall take effect immediately upon approval.

33 PASSED and ADOPTED this _____ of January, 2016.
34
35

36 Attest: _____
37 Meighan Alexander
38 Village Clerk
39

Eugene Flinn
Mayor
40
41
42
43

44 APPROVED AS TO FORM:

45

46

47

48 _____
Dexter W. Lehtinen

49 Village Attorney

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51

52

53 FINAL VOTE AT ADOPTION:

54

55 Council Member Karyn Cunningham _____

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57 Council Member Tim Schaffer _____

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59 Council Member Larissa Siegel Lara _____

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61 Vice-Mayor John DuBois _____

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63 Mayor Eugene Flinn _____

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**CONTRACT AGREEMENT
BETWEEN
VILLAGE OF PALMETTO BAY AND CIVICPLUS
FOR
WEBSITE REDESIGN AND IMPLEMENTATION *WITHOUT THE*
MOBILE APP FEATURE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the **Village of Palmetto Bay**, a Florida municipal corporation (hereinafter referred to as "Village"), and **CivicPlus** authorized to do business in the State of Florida, (hereinafter referred to as "Consultant" and jointly referred to as the Parties.

WHEREAS, the Village advertised a Request for Proposals ("RFP") on July 20th 2015, and

WHEREAS, Consultant submitted a Proposal dated August 19th 2015 in response to the Village's request, and

WHEREAS, at a meeting held on November 2nd 2015, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the services described in the RFP and Consultant's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 **Incorporation by Reference.** The entire contract consists of 27 pages.

The following document is hereby incorporated by reference and made part of this Agreement (as part of the 27 pages):

- (i) Exhibit 1 – Agreement without CivicMobile App.

All exhibits may also be collectively referred to as the "Document". In the event of any conflict between the Document or any ambiguity or missing specifications or instructions, the following priority is established.

- A. This Agreement
- B. Exhibit 1

In the event that there is a conflict between (i) this agreement excluding Exhibit 1 and (ii) Exhibit 1, the Agreement excluding Exhibit 1 controls.

Article 2 Scope of Work

A. Consultant agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Consultant represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1 and the RFP scope of work.

Article 3 Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Kansas corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Consultant shall submit invoices in accordance with the terms laid out in Exhibit 1. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Manager's Office, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. The Village agrees to comply with payment and fee provisions detailed on Exhibit 1, utilizing a 4 year payment plan, in so far as Exhibit 1 is not inconsistent with any provision of pages 1 through 14 herein.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Consultant shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Consultant under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of

accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Consultant agrees that in the event this Contract is terminated for the Village's breach, the damages that Consultant may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

a) Notwithstanding any payment terms and schedules in Exhibit 1, the payment terms and schedule for this entire Agreement is as follows:

Contract Cost Detail- Option 2 (includes Mobile App.)					
Initial Investment	Hosting Year 1	Hosting Year 2	Hosting Year 3	Hosting Year 4	Total Contract Cost
\$ 0.00	\$ 9,783.50	\$ 9,783.50	\$ 9,783.50	\$ 9,783.50	\$ 39,134.00

b) The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of six (6) months subject to renewal by the Village to a total period of four (4) years, or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the initial six (6) month period is at the discretion of the Village Manager, and not a right of the Consultant. This option will only be exercised by the Village Manager when such continuation is clearly in the best interest of the Village. Should the Village Manager exercise his option to continue this Agreement, it shall be only for the Services (as defined within) agreed to in Agreement. If the Village Manager extends the contract for three (3) consecutive periods, any extension by the Village thereafter must be approved by the Village Council.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Consultant shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-

Consultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Consultant. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Consultant liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant

hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Consultant fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Consultant:

Tim Grant, Director of Sales
CivicPlus
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

Article 18 Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Consultant to the Village. None of the work or services under this Contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 19 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s),

Consultant, corporation, individual or Consultant, other than a bond fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 21 Conflict of Interest

Consultant agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 27 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 29 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 30 Permits, Licenses and Filing Fees

The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work.

Article 31 Safety Provisions

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 32 Public and Employee Safety

Whenever the Consultant's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 33 Preservation of Village Property

The Consultant shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 34 Immigration Act of 1986

The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35 Consultant Non-Discrimination

In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village Council, board of directors or other authority to execute

this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

CONSULTANT

Village of Palmetto Bay

CivicPlus

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

302 S. 4th Street, Suite 500
Manhattan, KS 66502

BY _____

BY _____

Edward Silva
Print Name

Tim Grant
Print Name

Village Manager
Title

Director of Sales
Title

ATTEST

Meighan J. Alexander
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Village Attorney



Contact Information

EXHIBIT "1"

WITHOUT MOBILE APP

Organization Village of Palmetto Bay

URL www.palmettobay-fl.gov

Street Address 9705 E. Hibiscus Street

Address 2

City Palmetto Bay

State FL

Postal Code 33157

CivicPlus provides telephone support for all trained clients from 7am --7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms Annual

Account Rep Solomon Grover

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



CivicPlus Advantage Contract Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a four (4) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 48 months from the first date of billing. At 48 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$4,881 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs beginning the fifth year of consecutive service.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 6.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
5. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

6. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is forty-eight (48) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
7. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination.
8. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2), three (3) and four (4) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination.
9. This contract may be extended to any municipality in the State of Florida to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
11. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.



Intellectual Property

- 12. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
- 13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

- 14. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

- 15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

ES _____

TG _____



Service & License Agreement for **Palmetto Bay, FL**

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from November 16, 2015.

Project Development and Deployment <i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i> <i>Server Storage not to exceed 20 GB</i> <i>3 Days of Webinar Training</i>	Included
Project Enhancements CivicSend	Included
Total First Year Fee	
\$24,491	

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting) <i>Subject to annual 5% increase starting year 5 and beyond.</i>	\$4,881
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At the request of the Village of Palmetto Bay, Florida, CivicPlus agrees to redistribute their standardized pricing as follows:

	1st Year	2nd Year	3rd Year	4th Year
CivicPlus Advantage Annual Investment Payments	9,783.50	\$9,783.50	\$9,783.50	\$9,783.50
Client may terminate contract at the end of 48 months or select from options available in Term 2 of the Terms & Conditions				

--Remainder of this page left intentionally blank--



Exhibit A.1 Project Development Scope of Work

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with the Village to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Village staff 	Village of Palmetto Bay will: <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, the Village has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: <ul style="list-style-type: none"> • communicate status to the Village, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the Village completed to ensure all needs are clearly understood • gather preliminary design data for use 	Village of Palmetto Bay will provide: <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	Village of Palmetto Bay will: <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



<p>Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 240 content pages from www.palmettobay-fl.gov to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the Village to adjust design and content changes • work with the Village to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website <ul style="list-style-type: none"> • http://www.palmettobay-fl.gov/
<p>Phase 4: 3 Days of Customized Interactive Webinar Training for up to 6 Employees <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provided training to the Village before the website goes live • train up to 6 staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • provide a location for training in the Village with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that the Village finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Village of Palmetto Bay will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
<p>Project Enhancements: CivicSend</p>	

ES _____

TG _____



Project Development and Deployment Includes the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B – Basic Redesign of Website

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will not be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

ES _____
TG _____



Exhibit C - Premium Included Hosting

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement



Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	



Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.7%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee



To: Honorable Mayor and Village Council

Date: January 4, 2016

From: Edward Silva, Village Manager

Re: ITB# 1516-12-001 –
Coral Reef Park Rubberized
Trails Renovations

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH GPE ENGINEERING AND GENERAL CONTRACTOR FOR RUBBERIZED TRAIL RENOVATIONS AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$136,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay Procurement Division prepared an Invitation to Bid (ITB No. 1516-12-001) to solicit proposals from specialized contractors who are qualified with the new recycled material of rubberized pour-in-place mixture in an effort to renovate a partial area of trails from Coral Reef Park. The bid was advertised on November 6, 2015 and the bid closing occurred on November 23, 2015. Resolution No. 2015-111 passed on December 7, 2015 authorizing the Village Manager to negotiate with the selected vendor, GPE Engineering and General Contractors for an amount not to exceed \$136,000.00.

BUDGETARY IMPACT:

After contract negotiations, the funding and budgetary impact for this project has been appropriated by means of a grant from DEP as follows:

DEP-RTP 60%	\$ 81,600.00	Grant
Village of Palmetto Bay 40%	\$ 54,400.00	Transfer from Last Years' Fiscal Surplus
Total:	\$ 136,000.00	

RECOMMENDATION:

Approval is recommended.

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO
6 ENTER INTO CONTRACT WITH GPE ENGINEERING AND
7 GENERAL CONTRACTOR FOR RUBBERIZED TRAIL
8 RENOVATIONS AT CORAL REEF PARK; AUTHORIZING THE
9 VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN
10 AMOUNT NOT TO EXCEED \$136,000.00; AND PROVIDING FOR
11 AN EFFECTIVE DATE.
12

13
14 WHEREAS, the Village of Palmetto Bay has followed a competitive selection process
15 for trail renovations under Invitation to Bid (ITB No. 1516-12-001); and,
16

17 WHEREAS, Resolution No. 2015-111 was passed on December 7, 2015 authorizing the
18 Village Manager to negotiate with the selected vendor, GPE Engineering and General
19 Contractors for an amount not to exceed \$136,000.00; and,
20

21 WHEREAS, the Village Manager conducted said negotiations; and,
22

23 WHEREAS, the result of said negotiations are provided on the attached contract
24 agreement.
25

26 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
27 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
28

29 Section 1. The Village Manager is authorized to execute the attached contract
30 agreement with GPE Engineering and General Contractors.
31

32 Section 2. This Resolution shall take effect immediately upon approval.
33
34

35 PASSED AND ADOPTED this _____ day of January, 2016.
36

37 Attest:
38
39

40 _____
41 Meighan J. Alexander
42 Village Clerk
43
44
45
46
47
48

Eugene Flinn
Mayor



AGREEMENT ("CONTRACT") BETWEEN VILLAGE AND CONTRACTOR

THIS CONTRACT is dated as of ____ day of _____, in the year 20____, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and GPE Engineering & General Contractor. (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of this work entitles the installation of a "Walking and Jogging Trail System" with recycled rubberized trail materials and installation over the existing asphalt which has deteriorated through the years. The thickness of the rubberized material cannot exceed two (2) inches thick. The material is a pour-in-place, monolithic, recycled bound rubber permeable pavement system to include flexible, polyurethane-bound synthetic rubber structure, uniformly troweled in place with a water permeable, pigmented surface and an installation suitable for slopes that might occur due to uprooting of trees on the old trail system. These slopes, mounds and curves which will be produced on site to contour the surface will need to be ADA compliant. The new rubber trails will need to be strong enough to withstand light-weight vehicular traffic and bicycles. The trail system will need to be 2,155 linear feet, 8 feet wide at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157.

Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.
The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:



**VILLAGE OF PALMETTO BAY (the "VILLAGE" or the "Village")
CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS (the "Project")**

Article 2. CONTRACT TIME.

2.1 The Total Bid Work, will be completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.50 of the General Conditions, and completed and ready for final payment in accordance with paragraph 2.15 of the General Conditions.

2.2 Liquidated Damages. VILLAGE and CONTRACTOR recognize that time is of the essence of this Contract and that VILLAGE will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with 5.17 of the Technical Specifications. They also recognize the expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by VILLAGE if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which VILLAGE will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the VILLAGE is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, VILLAGE and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay VILLAGE One Hundred and 00/100 dollars (\$100.00) for each day that expires after the time specified in Paragraph 2.50 for Final Completion until the Work is complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by VILLAGE.



Article 3. CONTRACT PRICE.

3.1 The CONTRACTOR warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

3.2 The estimated expenditure for this contract is listed below. This is the price quoted by the CONTRACTOR; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$136,000.00

Contract Price (in words): One Hundred and Thirty Six Thousand Dollars with Zero Cents.

Article 4. PAYMENT PROCEDURES.

All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Vendor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

At least ten days before the date established for each progress payment (but not more often than once a month), Vendor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.



The VILLAGE may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents

for construction projects. 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. For contracts not exceeding \$100,000.00 a ten (10) percent retainage will not be withheld.

Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Vendor indicating Village's reasons for refusing to recommend for payment. In the latter case, Vendor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will become due and when due will be paid by the Village to the Vendor.

Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

1. The Work has progressed to the point indicated.
2. The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and
3. The condition precedent to CONTRACTOR's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that:



(i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to CONTRACTOR .

4. Village's recommendation of any payment, including final payment shall not mean that the Village is responsible for CONTRACTOR's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.
5. Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:
6. The Work is defective, or completed Work has been damaged requiring correction or replacement,
7. The Contract Price has been reduced by Written Amendment or Change Order,
8. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
9. The Village has actual knowledge of the occurrence of any of the events such as:
 - (i) If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),



- (ii) If the CONTRACTOR DISREGARDS laws or regulations of any public body having jurisdiction;
 - (iii) If the CONTRACTOR otherwise VIOLATES in any substantial way provisions of the Contract Documents;
10. The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:
- (i) Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
 - (ii) There are other items entitling the Village to a set-off against the amount recommended, or
 - (iii) But the Village must give CONTRACTOR immediate written notice stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the Village and CONTRACTOR, when CONTRACTOR corrects to the Village's satisfaction the reasons for such action.

Article 5. INTEREST. Not Applicable

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce VILLAGE to enter into the Contract, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself 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 in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General CONTRACTOR, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and



regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by VILLAGE; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 6.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by VILLAGE in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.



- 6.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance 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, tests, reports or similar data are or will be required by CONTRACTOR for such purpose.
- 6.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 6.5. CONTRACTOR has given VILLAGE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by VILLAGE is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.



Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between VILLAGE and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- Exhibit "A" – Invitation to Bid (consisting of 107 pages)
- Exhibit "B" – Drawing of Site Plan (Coral Reef Park Rubberized – Trail Renovations)-The Project.
- Exhibit "C" – Addendum to the Invitation to Bid
- Exhibit "D" - Contractor's Bid

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.53 of the General Conditions).

Article 8 MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



8.3. VILLAGE and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. This Contract may be executed in counterparts.

9.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

9.6 The VILLAGE shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

9.7 VILLAGE and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to VILLAGE and CONTRACTOR. All portions of the Contract Documents have been signed or identified by VILLAGE and CONTRACTOR.

VILLAGE

CONTRACTOR

Village of Palmetto Bay

GPE Engineering & General Contractors

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

13117 NW 107th Avenue
Hialeah Gardens, FL 33018



BY _____

Edward Silva
Print Name

Village Manager
Title

BY _____

Antonio Reyes
Print Name

President
Title

ATTEST

Meighan J. Alexander
Village Clerk

WITNESS

Print Name

APPROVED AS TO FORM BY

Dexter W. Lehtinen
Village Attorney

(CORPORATE SEAL)
(CORPORATE SEAL)

~~NR101170157~~

INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Coral Reef Park Rubberized - Trail Renovations

ITB NO.:

1516-12-001

DUE DATE:

Monday, November 23rd, 2015 at 3:00pm (Municipal Building)

ISSUED:

Friday, November 6th, 2015

CONTACT PERSONS:

Director
Fanny Carmona
Parks and Recreation Department
FCarmona@palmettobay-fl.gov

Village Manager
Edward Silva
Village of Palmetto Bay
ESilva@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Finance Department
LPittser@palmettobay-fl.gov



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SECTION 1.0 ADVERTISEMENT



**VILLAGE OF PALMETTO BAY
NOTICE OF INVITATION TO BID
1516-12-001**

CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS

The Village of Palmetto Bay is currently soliciting bids for “rubberized pour in place mixture” for our trails at Coral Reef Park, 7895 SW 152ND St.; Palmetto Bay, FL 33157. Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Monday, November 23rd, 2015, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. To be considered, all interested parties must request a copy of the bid documents and submit an original, four (4) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked “ITB 1516-12-001 CORAL REEF PARK RUBBERIZED -TRAIL RENOVATIONS.” A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0 GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the Village, the Vendor and the Vendor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

Contract: The written agreement between the Village and the Vendor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Palmetto Bay's Village Manager or his designee or duly authorized representative designated to manage the Contract.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the CONTRACTOR to the Village's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Village of Palmetto Bay.

Liquidated Damages: The amount that the CONTRACTOR accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Village's Contract Administrator.

Notice To Proceed (NTP): The written communication issued by the Village to the CONTRACTOR directing the CONTRACTOR to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the CONTRACTOR and his Surety, on the attached forms, assuring that the CONTRACTOR will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the CONTRACTOR with labor, materials, or supplies, used directly or indirectly by the CONTRACTOR in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the CONTRACTOR to fulfill the CONTRACTOR's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related

services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the CONTRACTOR.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the CONTRACTOR, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the CONTRACTOR and whether or not in privity of Contract with the CONTRACTOR.

Vendor : The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Village of Palmetto Bay and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work. Also referred to as CONTRACTOR.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, Vice Mayor and three Village Council members.

Village Manager: The Manager of the Village of Palmetto Bay, Florida.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the CONTRACTOR in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Project Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions.

2.2 INSTRUCTIONS TO BIDDERS

It is the policy of the Village to encourage full and open competition among all available qualified Contractors. All Contractors regularly engaged in the type of work specified in this Invitation to Bid are encouraged to submit bids. Contractors may enroll with the Village to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a Vendor, please visit our website at www.PalmettoBay-FL.gov to download an application and submit the executed application to Litsy Pittser, Village of Palmetto Bay, Procurement Specialist, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

2.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

Section 2-138 of the Village's Code of Ordinances provides for a "Cone of Silence." Proposed Contractors are to comply with the provision of the code. Section 2-138, provides, in relevant part:

A. Contracts for the provision of goods and services.

- (i) In the public process for awarding contracts for the provision of goods and services, a cone of silence is imposed. *Cone of silence* is hereby defined to mean a prohibition on:
 - a. Any communication regarding a particular ITB, RFQ, or bid between a potential Vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
 - b. Any communication regarding a particular ITB, RFQ, or bid between the mayor or Village Council members and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

- c. Any communication regarding a particular ITB, RFQ or bid between a potential Vendor , service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. Any communication regarding a particular ITB, RFQ or bid between the mayor, Village Council members and any member of the selection committee;
- e. Any communication regarding a particular ITB, RFQ or bid between a potential Vendor , service provider, bidder, lobbyist, or consultant and the mayor or Village Council members; and
- f. Any communication regarding a particular ITB, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Council.

Notwithstanding the foregoing, the cone of silence shall not apply to:

- a. Communications with the Village Attorney and his or her staff;
- b. 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;
- c. Any emergency procurement of goods or services;
- d. Communication regarding a particular ITB, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) *Procedure.*

- a. A cone of silence shall be imposed upon each ITB, RFQ and bid after the advertisement of the ITB, RFQ or bid. At the time of imposition of the cone of silence, the Village Manager or his or her designee shall provide for public notice of the cone of silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the mayor and each Village Council member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this article. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular ITB, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential Vendor , service provider, bidder, lobbyist, or consultant and any 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.
- b. The cone of silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Council; provided, however, that if the Village Council refers the Village Manager's recommendation back to the Village Manager or staff for further review, the cone of silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) *Exceptions.*

The provisions of this article shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Council 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 Village Clerk. The Village Clerk shall make copies available to any person upon request.

B. *Penalties.*

In addition to the penalties provided in this chapter and Miami-Dade County Code Sections 2-11.1(s) and (v), violation of this section by a particular bidder or proposer shall render any ITB award, RFQ award or bid award to the bidder or proposer voidable. A violation of section 2-155 may render the public hearing item voidable and a \$500.00 penalty to the applicant. The Village Council shall hold an evidentiary hearing to determine whether a violation of section 2-155 has taken place, whether a penalty shall issue, and/or whether the public hearing item should be voided. Any person who violates a provision of this article shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this article by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this article shall report the violation to the State Attorney and, or, may file a complaint with the Miami-Dade County Commission on Ethics.

Please contact the Village of Palmetto Bay, Village Attorney for any questions.

2.4 BUSINESS ENTITY DISCLOSURE STATEMENT

Bidder or Contractor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Council members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Contractor recognizes that with respect to this transaction or bid, if any Bidder or Contractor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Contractor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Contractor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Contractor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

2.5 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the bidder.
- C. Bidders are advised that all Village contracts are subject to all legal requirements provided for in the Village of Palmetto Bay Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.
- D. More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which the bidder are believed to be involved. The bidder shall include the Non-Collusion Affidavit as set forth in the form, attached hereto. Bidder's failure to include the affidavit shall result in disqualification.
- E. Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and/or Engineer; (d) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- F. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Owner/Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid

for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- G. On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- H. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.6 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The Village's enclosed Bid Proposal Form(s) is to be used in submitting a bid. Bid Form Page 1 should be utilized as the cover page of your bid submission. **NO OTHER FORM(S) WILL BE ACCEPTED.**
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Village of Palmetto Bay is exempt from payment to its Contractor's of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Village in their (supplier) purchases of goods or services, used in work or goods supplied to the Village. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Village will pay no sales tax.

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the bid shall invalidate same and the bid shall NOT be considered for award.

All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of the bid submitted shall be in letter form, signed by bidders and attached to the bid.

2.7 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

1. Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Village shall be the sole judge of equality and its decision shall be final.

2.8 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed, opaque envelopes addressed to the Village Clerk, Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157 no later than **3:00pm on or before Monday, November 23rd, 2015**. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope. Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.
- B. Bids must be submitted on the forms furnished. Late, E-mailed and/or facsimile submissions will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening. Bids shall be dated and time stamped at front desk prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bid must be accompanied by a bid guaranty in the form of a certified bank check or a Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company (If Required; See Section 3.0 Special Conditions; Subsection 3.21).
- D. Bidders requesting a copy of the bid tabulation can request it via email to LPittser@Palmettobay-fl.gov.
- E. Bids should be submitted in duplicate. **Submit one (1) original and four (4) copies** (including all Village required forms). Please include in your proposal package a CD or flash drive containing a copy of the entire original submission.

2.9 ADDENDA

The Procurement Specialist may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in

its Bid shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest.

2.10 REJECTION OF BIDS

The Village may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of bid, or if
- D. The bid is conditional, except that the bidder may qualify his bid for acceptance by the Village on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The Village is under a pre- lawsuit claim or current litigation with the bidder/proposer.

The Village may reject all bids whenever it is deemed in the best interest of the Village to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

2.11 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

2.12 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

2.13 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

2.14 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Specialist on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing

with the Procurement Specialist five (5) days prior to the scheduled opening (Wednesday, November 18th, 2015, 3:00pm).

Clarifications or objections to bid specifications must be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

2.15 INVOICING / PAYMENT

CONTRACTOR shall submit Applications for Payment in accordance with the following:

2.15.1 All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

2.15.2 Vendor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

2.15.3 The VILLAGE may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents for construction projects. 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. For contracts not exceeding \$100,000.00 a ten (10) percent retainage will not be withheld.

2.15.4 At least ten days before the date established for each progress payment (but not more often than once a month), Vendor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.

2.15.5 Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Vendor indicating Village's reasons for refusing to recommend for payment. In the latter case, Vendor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will become due and when due will be paid by the Village to the Vendor.

2.15.6 Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

1. The Work has progressed to the point indicated.
 2. The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and
 3. The conditions precedent to Contractor's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to Contractor .
- A. Village's recommendation of any payment, including final payment shall not mean that the Village is responsible for Contractor's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the Contractor to perform or furnish Work in accordance with the Contract Documents.
- B. Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:
1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 2. The Contract Price has been reduced by Written Amendment or Change Order,
 3. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
 4. The Village has actual knowledge of the occurrence of any of the events such as:
 - (i) If the Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),
 - (ii) If the Contractor DISREGARDS laws or regulations of any public body having jurisdiction;
 - (iii) If the Contractor otherwise VIOLATES in any substantial way provisions of the Contract

Documents;

5. The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:
- (i) Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
 - (ii) There are other items entitling the Village to a set-off against the amount recommended, or
 - (iii) But the Village must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by the Village and Contractor, when Contractor corrects to the Village's satisfaction the reasons for such action.

2.16 DISCOUNTS

- A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

2.17 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B. The Village may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Village. In all cases the Village of Palmetto Bay shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.
- C. The Village may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the Village through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- D. The Village may, during the period that the Contract between the Village and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been

necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

2.18 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Village Project Manager:
Village of Palmetto Bay
Attention: Fanny Carmona, Parks and Recreation Director
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1290
E-mail: FCarmona@palmettobay-fl.gov

and,

To the Village Manager's Office:
Village of Palmetto Bay
Attention: Edward Silva
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1290
E-mail: ESilva@palmettobay-fl.gov

and,

To the Procurement Specialist:
Litsy C. Pittser
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1230
Email: LPittser@palmettobay-fl.gov

To the Contractor

Notices will be sent to the Contractor at the physical address, e-mail address, fax numbers and to the person listed in the Contractor's proposal, as applicable. Either party may at any time designate a

different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

2.19 EMPLOYEES

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 employees or agents of the Village of Palmetto Bay. The Contractor shall supply competent and physically capable employees and the Village is authorized to 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.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

2.20 AWARD OF BID

- A. Village reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard and/or reject all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.
- B. In evaluating Bids, Village shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.
- C. Village will consider the qualifications, responsibility and experience of the Contractor, Sub Contractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Sub Contractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Village.
- D. Village will conduct such investigations as Village deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Sub Contractors and other persons and organizations to do the Work in accordance with the Contract Documents to Village's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Village may reject any Bid if in the Village's sole discretion it is determined that any Bidder, Sub Contractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.
- E. At the sole discretion of the Village, the Village reserves the right to reject the Bid of any Bidder based upon the evaluation. References will NOT be limited to those submitted by the Contractor.
- F. If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Village indicates to Village that the award will be in the best interests of the Project and/or the Village. The contract will be awarded to one Contractor only. The contract will not be split.
- G. If the contract is to be awarded, Village will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

2.21 REFERENCES

Each bid must be accompanied by a list of at *least five (5)* references, which shall include the name of the company, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. The Village's Reference Form can be found under Bidder's Qualification in Section 8.o Village Required Forms.

2.22 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work by completing the bidder's qualification. Evidence shall include all licenses necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against his/her company. The evidence will consist of listing the nature of work. Bidder must demonstrate that they have been actively involved in this type of work for at least five (5) years. The Village's Reference Form can be found under Bidder's Qualification in Section 8.o Village Required Forms.

2.23 OPTIONAL CONTRACT USAGE

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

2.24 BID PROTESTS

Pursuant to section 2-175 of the Village's Code of Ordinances entitled "Procurement" at subsection (o), a vendor had the right to protest. The provisions of subsection (o) are delineated below:

1. *Right to protest.* Any actual or prospective bidder, offeror, or Vendor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Manager, and appeal the decision of Manager to the Village Council. A protest of a solicitation of an invitation to bid or Invitation to Bids shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest to the Village Manager's recommendation of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within five days of the recommendation to award of the contract and shall state the particular grounds (facts and law; and shall include all documentation or evidence) on which the protest is based and shall include all pertinent documents as evidence, and shall be accompanied by the filing fee and bond. The protest is considered filed when all required information, including the filing fee and protest bond, is received by the Village Manager. No time will be added for service by mail. The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination. The facts, law, and evidence presented as part of the protest shall be the basis for the evaluation of the protest.
 - a. *Responsiveness.* The Village Manager, after consultation with the Village Attorney, will certify whether the protest submission is responsive to the bid. The parties to the protest shall be bound by the determination of the Village Manager with regard to the issue of responsiveness.

- b. *Compliance with procedures.* No bid protest shall be accepted unless it complies with the requirements of this chapter. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest.
2. *Stay of procurements during protests.* In the event of a timely protest under this subsection, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted, or until the Village Council makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

Protest bond. A protestor shall file a protest bond, as follows:

Amount Bid by the Protester	Protest Bond
Up to \$100,000.00	\$500.00
Over \$100,000.00 to \$500,000.00	\$1,000.00
Over \$500,000.00	7.5%

If a protest is upheld by the Village Manager and/or the Village Council, as applicable, the bond shall be refunded to the protestor less any costs assessed under this Code. If the protest is denied, the bond shall be forfeited to the Village in lieu of payment of costs for the administrative proceeding as prescribed herein.

3. *Authority to resolve protests.* The Village Manager, or his or her designee, shall have the authority to settle and resolve a protest as described in this section. All actual bidders, including bid protestors, shall be notified in writing (including written correspondence, electronic communication, facsimile, or email) following the release of the Village Manager's written recommendation to the Village Council.
4. *Reimbursement.* The Village may require reasonable reimbursement for expenses incurred in processing any protest, which expenses shall include, but not be limited to, staff time, legal fees and expenses, including expert witness fees, reproduction of documents and other out-of-pocket expenses payable out of the bond.
5. *Decision and appeal procedures.* If the bid protest is not resolved by mutual agreement, the Village Manager, or his or her designee, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, with regard to any bid protest decision rendered under this Code may appeal to the Village Council. The Council shall conduct a de novo review of the protest. An aggrieved person may seek judicial review of the Village Council's action pursuant to the Florida Rules of Appellate Procedure. Judicial review must be sought within 30 days of rendition of the Village Council's decision. Any action not brought in good faith shall be subject to sanctions, including, but not limited to, damages by the Village and Attorney's fees incurred by the Village in defense of the wrongful action. This subsection does not confer, and shall not waive standing requirements which are otherwise required by law.
6. *Remedy.* The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any judicial action against the Village concerning the subject matter of the protest.
7. *Protests barred.* Protests not timely made under this Code shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under [Section 2-175, of the Village's Code of Ordinances] shall be deemed waived.
8. *Finality.* The determination of the Village Manager and Village Attorney with regard to all procedural and technical matters shall be final.
9. *No waiver.* Nothing in this section shall waive the Village's sovereign immunity pursuant to F.S. § 768.28.

10. *Costs.* All costs accruing from a protest shall be assumed by the protestor and are payable from the bond.
11. *Filing fee.* The written protest must also be accompanied by a filing fee in the form of a money order or cashier's check payable to the Village in an amount of \$150.00.

2.25 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded bidder.

2.26 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Village's opinion, on previous contracts with the Village.
- B. Poor performance or default, in the Village's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

2.27 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

2.28 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Village and Village's approval; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

2.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
 1. The bidder warrants that the product supplied to the Village of Palmetto Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for the same.

- C. All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

2.30 FRAUD AND MISREPRESENTATION

In accordance with Section 2-137(g) and Section 2-8.4.1. of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including Attorney's fees.

2.31 ATTORNEY'S FEES

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs, including liquidated damages and reasonable Attorney's fees through and including appellate litigation and any post-judgment proceedings. Neither party shall be entitled to prejudgment interest.

2.32 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Village of Palmetto Bay and Vendor, or to create any other similar relationship between the parties.

2.33 PARTIAL INVALIDITY

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

2.34 PROVISIONS BINDING

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

2.35 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this

Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party there to certifies, as to his own organization, that in connection with this Bid:

- 1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
- 2) Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.
- 3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- 4) The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

Bidder must complete the Non-Collusion Affidavit found in the required forms section.

2.36 ELIGIBILITY

All agents, employees and sub Contractor's of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

2.37 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or Village, or lawfully entitled to sell same.

2.38 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Village shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

2.39 INFORMATION

Further information, if desired, may be obtained from the Procurement Specialist, Litsy C. Pittser, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 via email at LPittser@palmettobay-fl.gov.

2.40 INVITATION TO BID

Should these "General Conditions" be used in the specifications for an Invitation to Bid, every reference to a bid shall be and mean the same as proposal.

2.41 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, then General Terms and Conditions.

2.42 EXCEPTIONS TO BID

The bidder shall list on the space provided on the proposal page or on a separate sheet of paper any exceptions to the conditions of this Bid Proposal. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid Form. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

2.43 NOTICE TO PROCEED

A signed Purchase Order will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form. However, a sample "Notice to Proceed" is included in this Invitation to Bid.

2.44 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In accordance with Chapter 725, Florida Statutes, the Contractor shall indemnify and hold harmless the Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to Attorney's fees and costs of defense, which the Village of Palmetto Bay, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by

the awarded bidder or its employees, agents, servants, partners, principals or sub Contractor's. Furthermore, the awarded bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the Village of Palmetto Bay, where applicable, including appellate proceedings, and shall pay all costs, judgments, and Attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the Village of Palmetto Bay, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

2.45 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

2.46 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Village does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities. Said estimated quantities may be used by the Village for the purpose of evaluating the low bidder meeting specifications.

2.47 QUANTITIES

The Village specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract unit price set forth in the proposal form by the bidder.

2.48 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and allow, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Village unless loss or damage results from negligence by the Village. If the materials or services supplied to the Village are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the Contractor and return product at bidder's expense.

2.49 WARRANTY

The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Village, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid

solicitation may supersede the manufacturer's standard warranty. Warranty shall be further described in detail in section titled "Technical Specifications."

2.50 DURATION OF AGREEMENT

If awarded the Total Bid Work, the successful bidder will agree to complete all specified work within 60 after receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within twenty-four hours of Notice to Proceed and shall efficiently prosecute the work with adequate personnel and equipment until completion. When applicable required engineering, plans, etc. shall be completed and permitted within the first 30 days, exceptions in the form of an extension of time completion may be considered; and if approved, shall be corresponded in writing by the Village. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

2.51 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

2.52 CONTRACT RENEWAL

Not Applicable.

2.53 AMENDMENTS OF CONTRACT

All amendments to the contract, purchase order, change order or award sheet, as appropriate must be amended by mutual consent, and in writing.

2.54 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the Village.

2.55 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

2.56 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

2.57 EQUIVALENTS

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

2.57.1 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

2.58 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Village. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number. Failure of bidder to either deliver required samples (if and when specified on bid instructions) or to clearly identify samples may be reason for rejection of the bid.

2.59 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with project specifications. Items delivered, not conforming to specifications, may be rejected and returned at Contractor's/bidder's expense.

2.60 DISCRIMINATION (Public Entity Crimes)

A person or affiliate who has been placed on the convicted Contractor 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 or real property to public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor, 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 Contractor list.

2.61 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

2.62 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the Village's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Village within five calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

2.63 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

2.64 ACCESS TO RECORDS

The Village reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Village for three years following expiration of the Agreement. The Contractor agrees

to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards at no cost to the Village.

2.65 INSURANCE REQUIREMENTS

- A. Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements.
- B. Upon Village's notification of award, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt Contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
 - 2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. The Village of Palmetto Bay must be shown as an additional insured with respect to this coverage. The mailing address of Village of Palmetto Bay 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, as the certificate holder, must appear on the certificate of insurance.
 - 3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:
 - 1. The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village.
- D. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.
- E. Village of Palmetto Bay contract number and title must appear on each certificate of insurance.
- F. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- G. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within a total of fifteen (15) calendar days after Village notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

H. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

2.66 VILLAGE WEBSITE

Information regarding this bid can be found on the Village's website, which can be found at: www.palmettobay-fl.gov.

2.67 DISCLAIMER

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

2.68 CONFIDENTIALITY

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

2.69 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Village of Palmetto Bay's ITB and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

2.70 NATURE OF THE AGREEMENT

- A. The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.
- C. The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Project Manager.
- E. The Contractor will provide competent, suitably qualified personnel to layout the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.
- F. The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- G. All materials used will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- H. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- I. The Contractor acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.
- J. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- K. The contract shall consist of the entirety of this Village of Palmetto Bay, FL Bid, the Contractor's Response and any written agreement entered into by the Village of Palmetto Bay and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and

conditions contained in the Bid and/or Response, then the Bid and then the Response shall control. The Contract may be modified only by a written agreement signed by the Village of Palmetto Bay, FL and Contractor.

2.71 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Village shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the Contractor.

All Services undertaken by the Contractor before Village's approval of this Contract shall be at the Contractor's risk and expense.

2.71.1.1 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

2.71.1.2 GUARANTEE

The Contractor shall refer to the General Conditions. The Village will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to promptly correct such defective or non-conforming Work, the Village may cause the defective Work to be removed or corrected at the Contractor's expense, and the Village may charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. Warranty shall be further described in detail in the General Conditions.

2.72 WAIVER OF JURY TRIAL

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 there under.

2.73 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Village, the Contractor shall promptly remove from the project any Contractor's employee, sub-Contractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including Attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

2.74 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent Contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent Contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

2.75 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their

difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.76 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of Ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and Attorney's fees from the Contractor.

2.77 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its sub-Contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its sub-Contractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

2.78 AUDITS

The Village, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its sub-Contractor's and suppliers which apply to all matters of the Village. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Village's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowable costs.

2.79 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

2.80 SUB-CONTRACTUAL RELATIONS

In order that the Village may be assured that only qualified and competent Subcontractor will be employed on the Project, each Bidder shall submit with the Bid a list of the Sub-contractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work.

The "List of Subcontractor" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractor" after submission of the Bid, unless agreed to in writing by the Village. The Village may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Village or Village after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Village or Village does not make written objection prior to

the giving of the Notice of Intent to Award will be deemed acceptable to Village and Village. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

1. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Village those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Village's written consent.
2. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

2.81 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

2.82 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

2.83 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including Attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the Village's Purchasing Policies and Procedures Manual.
- D. In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event.
- E. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property;

3. Cancel orders;
 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Village under the Agreement.
- F. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- G. All compensation pursuant to this Article is subject to audit.

2.84 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to sub Contractor's or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Village where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data. If Contractor defaults in its performance under this Contract and does not cure the default within 15 days after written notice of default, the Village Manager may terminate this

Contract, in whole or in part, upon written notice without penalty to the Village of Palmetto Bay, FL. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his sub Contractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Palmetto Bay, FL

2.85 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

1. Lost revenues;
2. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
3. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

2.86 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of Attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Village hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Village's option, to (i) modify, or require that the applicable sub Contractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Village, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or sub-Contractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and sub-Contractor's at the Contractor's own risk. The Village may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

2.87 PROPRIETARY INFORMATION

- A. As a political subdivision of the State of Florida, the Village of Palmetto Bay is subject to the provisions of Florida's Public Records Law.
- B. The Contractor acknowledges that all computer software in the Village's possession may constitute or contain information or materials which the Village has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Village has developed at its own expense, the disclosure of which could harm the Village's proprietary interest therein.
- C. During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Village's property, any computer programs, data compilations, or other software which the Village has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Village (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractor's and their employees, except as authorized by the Village and, if the Computer Software has been leased or purchased by the Village, all third party license agreements must also be honored by the Contractor's' employees with the approval of the lessor or Contractor's thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.
- D. The Contractor will report to the Village any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Village's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

2.88 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Contractor hereunder or furnished by the Contractor to the Village and/or created by the Contractor for delivery to the Village, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, sub-Contractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Village, use such documentation on any other project in which the Contractor or its employees, agents, sub Contractor's or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its sub Contractor's specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Contractor nor its employees, agents, Subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, sub-Contractor or supplier thereof,

without the prior written consent of the Village, except as required for the Contractor's performance hereunder.

- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its sub-Contractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its sub-Contractors and suppliers grant, if the Village so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Village or entities controlling, controlled by, under common control with, or affiliated with the Village, or organizations which may hereafter be formed by or become affiliated with the Village. Such license specifically includes, but is not limited to, the right of the Village to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Village for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Village or entities controlling, controlled by, under common control with, or affiliated with the Village, or organizations which may hereafter be formed by or become affiliated with the Village. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

2.89 BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered Contractor with the Village Procurement Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate Contractor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Village Code section 2-137, requires any Village employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the Village of Palmetto Bay or any person or agency acting for the Village and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

2.90 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. Miami-Dade County Code, Chapter 11A, Article 3. All Contractor's and sub-Contractor's performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

F. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

2.92 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any Village, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

2.93 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any Subcontractor or supplier to the Contractor.

- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Village's Project Manager. Contractor shall thereafter cooperate with the Village's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

2.94 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, sub-Contractors and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Village.
Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village, except as may be required by law.

2.95 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Village, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

2.96 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

2.97 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Village under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

2.98 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Village for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.99 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

2.100 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Contractor's, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Village as duly authorized expressions on behalf of Contractor's.

2.101 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first three years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Village at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Village shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the contract can be cancelled by the Village upon giving thirty (30) days written notice to the Contractor.

2.102 PROHIBITION OF CONFLICTING INTEREST

No contract will be awarded to a bidding firm who has Village elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Village Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Village's bidder lists, and prohibition from engaging in any business with the Village.

2.103 NO CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

2.104 E-VERIFY

Contractor acknowledges that the Village may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its sub-Contractor's, if any, pursuant to any agreement between the Village and a State Agency, and reporting to the Village any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

2.105 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

2.106 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.107 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

2.108 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

2.109 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

2.110 DEBARMENT AND SUSPENSION

Bidders are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

2.111 FEDERAL/STATE CONTRACT PROVISIONS

- A. Equal Employment Opportunity - All contracts shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- C. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of

Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. If the Recreational Trails Program is NOT within the right-of-way of a Federal-aid highway, then 23 U.S.C. 113(A) does not apply.

- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials nor articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) - Contracts in excess of \$100,000; provision that requires the compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- G. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- H. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)) - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Compliance with all Federal statutes relating to nondiscrimination - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits

- discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
- J. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- K. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- L. Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- M. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- N. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- O. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- P. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Q. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
- R. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- S. Compliance with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

T. Compliance with Limitation on Federal Participation (23 CFR 1.9) pertaining to the use of Federal-aid funds

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 QUESTIONS REGARDING SPECIFICATIONS

Any questions regarding the specifications shall be addressed to the Procurement Specialist, Finance Department, Village of Palmetto Bay, via e-mail at LPittser@palmettobay-fl.gov or in writing to 9705 E Hibiscus St., Palmetto Bay, FL 33157.

All questions about the meaning or intent of the Contract Documents shall be submitted to Village in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda emailed to all parties recorded by Village as having received the Bidding Documents. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within 5 days prior to bid opening. Failure to submit written questions regarding the Project Specifications or Drawings 5 days prior to bid opening shall constitute a waiver of all claims associated herewith. Questions received after **Wednesday, November 18th, 2015, 3:00pm** will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.2 BID FORM

The Bid Form is attached hereto; additional copies may be obtained from the Village. Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Bid Form must be stated in words and numerals. Contractor must bid on all alternates in the Bid Form. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Corporations must be authorized to do business in the State of Florida. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). The address to which communications regarding the Bid are to be directed must be shown.

3.3 PRE-BID CONFERENCE

Contractors are required to contact the office of Procurement in order to have access to the construction site and be able to have a better understanding of the scope of the bid. Any questions arising on the site can be addressed to Lpittser@palmettobay-fl.gov and will be answered through an addendum.

3.4 TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Contractors 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 action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business '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 contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.5 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from bid specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village and design professional, in writing. If the plans and specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Specialist in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.6 CONTRACTOR'S RESPONSIBILITY

The Contractor shall visit the site of the work, and it will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials/services to be furnished.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the Village's Project Manager or the Chief Procurement Specialist for interpretation or decision, and such decision shall be final. Bidder shall advise the Village in writing, at least ten days prior to bid opening, of any conditions which may adversely affect the work.

No exceptions will be considered on behalf of the Contractor , after the bids are opened, for any error or negligence in determining the site conditions; and, the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

Before submitting a Bid, each Bidder must

- (a) examine the Contract Documents & Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor , that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are:
 - (i) free from material errors, omissions, and/or inconsistencies; and
 - (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project;
- (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work;
- (c) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work;
- (d) study and carefully correlate Bidder's observations with the Contract Documents; and
- (e) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall also be transmitted to the Contractor's home office).

3.7 AVAILABILITY OF LANDS

The Village will furnish the lands upon which the work is to be done, right-of-way for access thereof, and such other lands which are designed for the use of the Contractor. Easements for permanent structure or permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract documents. Other access to such lands or right-of-ways for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

3.8 SUBSURFACE CONDITIONS

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

3.9 LICENSES OR CERTIFICATIONS

A Copy of the Contractor's Licenses or certifications of competency shall be enclosed with each bid.

3.10 MATERIALS, INSPECTION, AND RESPONSIBILITY

The Village shall have a right to inspect any deliverables, material or equipment to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor shall be responsible for the contract quality and standards of all materials, equipment, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Deliverables, Materials, components, equipment or completed work not complying therewith may be rejected by the Village and shall be replaced by the Contractor at no cost to the Village. Any deliverables, materials, equipment or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the Village to the Contractor that such materials, equipment or components for work have been rejected.

3.11 SAFETY AND PROTECTION

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other persons, who may be affected thereby,
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

3. Other property at the site 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.

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.

3.12 EMERGENCIES

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 his discretion, to prevent threatened damage, injury or loss. He 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 him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

3.13 COMPLETION TIME

If awarded the Total Bid Work, the successful bidder will agree to complete all specified work within 60 days after receiving notice to proceed. Exceptions in the form of an extension of time completion may be considered; and if approved, shall be corresponded in writing by the Village. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

3.14 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personnel superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Village. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

3.15 PERMITS, LICENSES AND FEES

The Contractor shall obtain and pay for all licenses, permits or fees required for this contract; and shall comply with all laws, ordinances, regulations and code requirements applicable to the services contemplated herein. Damages, penalties and or fines imposed on the Village or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

3.16 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.

The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in

the Work in order that such it may be properly shored, supported and protected, or the Contractor may relocate them if he desires, The Contractor shall give all proper notices, shall comply with this requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

3.17 USE PREMISES

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Contractor shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

3.18 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while removing and replacing materials and equipment. The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the Village, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the Village is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition. Any damage done by the Contractor, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Director of the Department of PARKS AND RECREATION.

If the Contractor does not clean the Work site, the Village may remove the rubbish and charge the cost to the Contractor.

3.19 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract.

3.20 PAYMENT VERIFICATION

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

3.21 BID GUARANTY

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.22 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

- a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.
- b. A Labor Payment Bond

END OF SECTION

SECTION 4.0 SCOPE OF WORK

4.1 Background

The Village of Palmetto Bay is proud to be recognized as the "Village of Parks." Village residents enjoy the many benefits of a premier park system composed of five Village-operated park facilities that offer a myriad of opportunities ranging from active to passive, recreation to preservation and field activities to water recreation. All that the parks have to offer is further complimented by the addition of a public neighborhood library situated in a passive park overlooking Biscayne Bay.

- *Coral Reef Park* - Located in the heart of the Village, Coral Reef Park is Palmetto Bay's signature park. The property encompasses an amazing 54 acres of green open spaces and a pineland preserve area. The park is bisected by the c-100 canal, which divides most of the active amenities from passive areas of the park. Coral Reefs west side offers opportunities for tennis, racquetball, baseball, football, soccer, and beach volleyball, an innovative playground area, and lush tree canopies. The lush tree canopy continues on the east side, providing natural shade to walkers and joggers utilizing the interior pathways. A meditation garden/gazebo and large pavilion are the perfect locations for relaxing picnicking or the hosting of private gatherings. Coral Reef Park also serves as the venue for various cultural events, from art shows to concerts to movies.

4.2 Scope of Work

The scope of this work entitles the installation of a "Walking and Jogging Rubberized Trail System" with recycled rubberized trail materials and installation over the existing asphalt which has deteriorated through the years. The thickness of the rubberized material cannot exceed two (2) inches thick. The material is a pour-in-place, monolithic, recycled bound rubber permeable pavement system to include flexible, polyurethane-bound synthetic rubber structure, uniformly troweled in place with a water permeable, pigmented surface and an installation suitable for slopes that might occur due to uprooting of trees on the old trail system. These slopes, mounds and curves which will be produced on site to contour the surface will need to be ADA compliant. The new rubber trails will need to be strong enough to withstand light-weight vehicular traffic and bicycles. The trail system will need to be 2,155 linear feet, 8 feet wide at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157;

Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

All bids must be on a lump sum price basis per the proposal form.

All bidders are required to be fully licensed to work in the State of Florida.

The CONTRACTOR shall schedule, and conduct the work at times and in a manner, which shall not interfere with scheduled events and activities, and shall not cause annoyance to residents in close proximity to the project

location. And, must include all the safety precaution methods to assist the Village of Palmetto Bay's residents safety during construction.

4.4 WORK SCHEDULE

All work shall be completed as scheduled. The CONTRACTOR shall not work or perform any operations during inclement weather that may destroy or damage the work area. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the CONTRACTOR may submit a written request for additional time to complete scheduled work.

CONTRACTORS shall recognize that the Village and possibly other CONTRACTORS may, when necessary, conduct other activities and operations at a location in close proximity to the project.

The CONTRACTOR may be required to modify or curtail certain operations and shall promptly comply with any request by the Village Manager or his designee.

4.5 TECHNICAL SPECIFICATIONS

Technical Specifications are referenced to applicable jurisdictional standards. Technical specifications which are pertinent for the proposed construction are provided in this document, as listed in the table of contents.

END OF SECTION

SECTION 5.0 TECHNICAL SPECIFICATIONS

5.1 GENERAL

The applicable portions of the 2010 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the CONTRACTOR, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF MIAMI-DADE COUNTY, shall apply to this project.

Unless otherwise noted, all references in the Special Provisions refer to the Florida Department of TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

5.2 LOCATION OF WORK

The area where the work is to be performed is located at Coral Reef Park, 7895 SW 152 Street, Village of Palmetto Bay, Florida. The exact location and limits of construction are to be determined by the PARKS AND RECREATION Director and/or his designee.

5.3 SCOPE OF WORK

The scope of this work entitles the installation of a "Walking and Jogging Rubberized Trail System" with recycled rubberized trail materials and installation over the existing asphalt which has deteriorated through the years. The thickness of the rubberized material cannot exceed two (2) inches thick. The material is a pour-in-place, monolithic, recycled bound rubber permeable pavement system to include flexible, polyurethane-bound synthetic rubber structure, uniformly troweled in place with a water permeable, pigmented surface and an installation suitable for slopes that might occur due to uprooting of trees on the old trail system. These slopes, mounds and curves which will be produced on site to contour the surface will need to be ADA compliant. The new rubber trails will need to be strong enough to withstand light-weight vehicular traffic and bicycles. The trail system will need to be 2,155 linear feet, 8 feet wide at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157.

A Miami-Dade County CONTRACTOR's Certificate is required in one of the following categories:

General Building, General Engineering, Paving Engineering Contractor or other category as applicable to Chapter 10 of the Code of Metropolitan Dade County.

It will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor.

The bidder shall be responsible for the safety of park employees, visitors and other alike during the duration of the project. Signage indicating trail closure must be present during project construction. All work areas will meet safety requirements for pedestrian traffic and must be left in a clean and orderly manner. All grass areas

and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the Village, should any questions arise and be made available to the Village of Palmetto Bay, PARKS AND RECREATION Department if needed.

All work must meet or exceed the State of Florida Department of Transportation Applicable Standards to include the South Florida Building Code and Metropolitan Dade County PARKS AND RECREATION Standards.

The supervision of the execution of this Contract is vested wholly in the PARKS AND RECREATION Director or his representative. The instructions of the PARKS AND RECREATION Director or his representative are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The PARKS AND RECREATION Director or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting or directing the same and the Contractor is to afford him all necessary facilities and assistance for so doing. The PARKS AND RECREATION Director or his representative's stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

Time is an essential element of this contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic and interfere with business it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed so by the Village of Palmetto Bay PARKS AND RECREATION Director or Inspector.

In the event any delays or suspension of operations occur, the Contractor will be responsible to hire off duty police, erect barricades, or take whatever actions necessary. By submitting a bid, the Contractor agrees to the conditions as stated above.

PRODUCTS

5.4 PLANS AND SPECIFICATIONS

The plans are attached as Exhibit "A." The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material and dimensions except when the Parks and Recreation Director may authorize in writing an exception.

The work includes construction sequencing, surveying for construction layout and grading, installation of road base to conform to the grades requested.

Measurement discrepancies shall be decided upon by the Parks and Recreation Director and the Contractor shall not proceed when in doubt as to any dimension or measurement.

5.5 PERMITS AND LICENSES

SECTION 1.25 - GENERAL: This section is amended to include the following: Permits, which are issued by VILLAGE OF PALMETTO BAY, for construction within the public right-of-way, and/or additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

5.6 LIMITATIONS OF OPERATIONS

All work shall be performed during daytime only. (8:00 AM to 4:30 PM) No work shall be done at all on Saturday or Sunday, except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the City Inspector.

5.7 FIELD OFFICE

Field office will not be needed.

5.7 SITE INVESTIGATION

SECTION 3.8 – Subsurface Conditions: This section is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he/she and all his/her subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials and access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he/she is awarded the Contract.

5.9 PERFORMANCE OF WORK

SECTION 2.5 - CONTRACTOR'S RESPONSIBILITIES: This section is expanded to include the following:

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plan shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The plan and all operations shall be subject to inspection by the City Inspector at all times. The Contractor shall submit for approval by the City Inspector a description of the type of materials and equipment to be used; and the method or procedure to be used in the performance of the work.

The contractor will furnish a Certified Arborist, who is in good standing with the National Arborist Association (NAA) during the course of the work, and shall be authorized to ensure impairment and/or endangering of trees during the cutting and/or removal of roots does not occur.

5.10 RESTORATION OF PROPERTY

SECTION 3.11 - SAFETY AND PROTECTION: This section is expanded to include:

Property public or private - if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Inspector, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, footings or underground utilities.

5.11 UTILITIES

SECTION 3.11 - SAFETY AND PROTECTION: This section is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing relocation work at the Preconstruction Conference. The Contractor shall incorporate these schedules into this sequence of construction.

Any relocation work required will be performed during the phase of the Contractors operation which is affected by the conflict. The Utility companies reserve the right to replace facilities during the contract period. The replacement of City owned facilities will be scheduled to occur between roadway excavation and stabilization operations. The Contractors shall cooperate with the Utility companies to coordinate this work, no additional compensation will be provided for this coordination. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless, shall commence work under this Contract, and shall schedule the work to avoid interference with the utility relocation work. The City will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the City be held responsible for any damages to any utilities due to any actions by the Contractor. The Contractor shall install and maintain staking at the R/W limits to locate utility facilities. Staking shall be installed as utilities are located and maintained for the project duration.

NOTE: The Contractor shall contact the Underground Notification Center (Sunshine State One Call) at 811 at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

5.12 PREWORK CONFERENCE

SECTION 3.3 - PRECONSTRUCTION CONFERENCE: This section is expanded to include:

After the award of contract and prior to the issuance of the "Notice to Proceed," a Pre-work Conference will be held with the Contractors, members of the Village of Palmetto Bay, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Village of Palmetto Bay.

At the Pre-work Conference, the Contractor must provide two copies of a detailed construction scheduling program showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, delivery of signal and lighting equipment if applicable, etc.

5.13 AWARD OF CONTRACT AND TIME FOR COMPLETION

All work under the terms of this contract shall be completed within the number of calendar days as indicated in Section 2.21 of Special Conditions, dating from the effective date of the "Notice to Proceed."

5.14 TEST RESULTS

The Village of Palmetto Bay assumes no responsibility for the accuracy of the test results as shown in the contract documents. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor's opinion of the conditions likely to be encountered. The proposal the bidder submits shall be considered "prima facie" evidence that the bidder has made an examination as described in Section 2, Article 4 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

5.15 MOBILIZATION

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

5.16 CLEARING AND GRUBBING

The Contract Unit Price bid as indicted in the Bid Form of the Proposal shall be full compensation for all work required for clearing and grubbing; removal and disposal of flexible pavement, concrete sidewalk and curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, base material, and miscellaneous items.

Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

5.17 DELAYS

If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended upon recommendation of the PARKS AND RECREATION Director or his representative and approval by the Village Manager. Requests for extensions of time must be submitted in writing to the PARKS AND RECREATION Director or his representative within seven (7) days from Contractor's knowledge of a delay. Compensation for such delay will be the time extension only.

The Contractor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Contractor, reimbursement thereof may be adjusted and allowed by the Village only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Contractor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

If the Contractor fails to start the work within the time limit, and if the Village should nevertheless permit the

Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

Liability will include any claim by any person for bodily or property damage after the Notice to Proceed was given of the requested work as a result.

5.18 LIABILITIES, DAMAGES AND ACCIDENTS

The Contractor shall assume and be responsible for, and shall indemnify and safe harmless the Village of Palmetto Bay and/or representatives of same, against all claims and demands of all parties whatsoever for damages or compensation for injuries or accidents to persons, animals, property and materials, due or claimed to be due, either directly or indirectly, to his operations or to the act or omission of himself (Contractor), his agents or workmen. The Contractor shall pay all judgments obtained by reason of accidents, injuries or damages, or infringement of patent as specified in suit or suits against the Village of Palmetto Bay, including all legal costs, court expenses and other like expenses; and the Contractor shall have the right to join in the defense of such suits.

The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract and until the final acceptance of the structure. Contractor materials shall not be stored on Village owned property unless otherwise authorized by the Parks and Recreation Director. If any materials or part of the work be lost, damaged or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and/or replace the same at his own cost.

The Contractor shall maintain suitable and sufficient guards, barriers, and at night, suitable and sufficient light for the prevention of accidents.

5.19 FINAL CLEAN UP

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Contractor shall remove from the site completed, all machinery, equipment surplus and discarded materials and temporary structures. All disposals of materials, rubbish and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the PARKS AND RECREATION Director. Material cleared from site and deposited on adjacent or nearby property will not be considered as having been disposed of properly.

5.20 WARRANTY

Except as may be otherwise provided in the contract agreement, the Contractor shall replace, repair or make good, without cost to the Village, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5.21 CONTRACTOR RESPONSIBILITY

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as drought, flooding, rainstorm, wind damage, vandalism or other acts of nature.)

The bidder shall be responsible for the safety of park employees, visitors and other alike during the duration of the project. Signage indicating trail closure must be present during project construction. All work areas will meet safety requirements for pedestrian traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the Village, should any questions arise and be made available to the Village of Palmetto Bay, PARKS AND RECREATION Department if needed.

5.22 SCHEDULES

25.1 All services will be performed on within 60 days as identified and/or requested by the PARKS AND RECREATION Director or his duly assigned representative. Scheduling of work is further detailed in Section 4.

25.2 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

END OF SECTION

SECTION 6.0 BID FORM

TOTAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): \$ _____

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): _____

CONTRACTOR: _____

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Bid Form
Page 3 of 5

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Site Inspection	3.3
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	3.2
✓		Bid Guaranty	3.21
✓		Bidder Qualifications	2.22
✓		Copies of Bid and Village Required Forms	2.8
✓		Insurance	2.65
✓		Licenses	3.15
✓		References	2.21
When Required		Samples (If Applicable)	2.58
✓		Guarantee/ Warranty Information (If Applicable)	2.71.1.2/2.49

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay 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 all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Intent to Award.

Bid Form
Page 4 of 5

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.) Bidder(s) shall ALSO acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest.

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

- b. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. The Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.
5. The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, Village Required Forms and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work.

Bid Form
Page 5 of 5

6. It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 2.20 (Award of Bid) in the Instructions to Bidders.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS _____ DAY OF _____ 20____ .

BID SUBMITTED BY:

Signature and Date

Title

Name

Company

END OF SECTION

SECTION 7.0 VILLAGE REQUIRED FORMS

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of _____ Dollars (\$_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Coral Reef Park Rubberized Padding -Trail Renovations (ITB No. 1516-12-001).

Company: _____

Name: _____

Signature: _____

Title/Position: _____

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

Federal Tax I.D.# _____ CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
_____(hereinafter called the Principal), and
_____(hereinafter called the Surety), a Corporation chartered
and existing under the laws of the State of _____with its principal offices in the Village of and
authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent
resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly
bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of
_____Dollars (\$ _____), good
and lawful money of the United States of America, to be paid upon demand of the said Village, to which
payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

**VILLAGE OF PALMETTO BAY (the "Village" or the "Village")
CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS (the "Project")**

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal

to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this ____ day of _____, and attested by its _____, A.D., 20__.

ATTEST:

By: _____ (Title)
(Principal)

ATTEST:

By: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

Village of Palmetto Bay

Vendor Registration Application



This form must be completed in its entirety. The Village of Palmetto Bay does not have a preferred vendors list.

Business Name (As shown on W9; Attach W9 Form): _____

DBA (Doing Business As): _____

Fed Tax ID Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact Email: _____

Phone: _____ Fax: _____

Business Website: _____

Type of Organization: Individual Partnership Non-Profit Organization Corporation Religious Organization

Government/School Religious Organization

If so, incorporated under the laws of what state? _____

Type of Business: Manufacturer Factory Representative Wholesale Dealer Retail Dealer Construction

Unlimited General Contractor Limited Sub-Contractor

Service Establishment - Define _____

Other - Define _____

List the commodities and/or services to be provided to the Village. Please print or type your reply.

Business License Information:

State License No. _____

Occupational License No. _____

Other: _____

Insurance Information (Please select all applicable, Attach copy of Certificate of Insurance):

General Liability Automobile Liability Worker's Compensation Other: _____

If you currently hold any FL State, County, or Municipal Contracts, list entity, numbers, and expiration:

For office use only:
Date Received: _____
Received By: _____

Date Entered: _____
Entered By: _____

Vendor No.: _____

UPON COMPLETION PLEASE RETURN TO THE VILLAGE OF PALMETTO BAY, PROCUREMENT SPECIALIST.
FORMS MAY BE SUBMITTED VIA EMAIL TO KBADA@PALMETTOBAY-FL.GOV

9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157
TEL: 305-259-1234 FAX: 305-259-1290

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Village, 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, Villages, 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 fix any overhead, profit, or cost elements of the Bid Price or the Bid Price 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, Villages, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

by: _____
Signature

Witness

Print Name and Title

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statutes Section 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Village of Palmetto Bay policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any CONTRACTOR, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Village of Palmetto Bay has added food, meals, beverages, and candy.

Any CONTRACTOR, Vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Failure to sign this page shall render your bid non-responsive

BIDDER'S QUALIFICATION

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and CONTRACTOR selection.

1. Number of similar projects:
 - a) In the past 5 years _____
 Original contract price overrun average % _____
2. Current workload – Projects in excess of \$25,000.

Project Name	Company Name	Telephone Number	Contract Price

3. The following information shall be attached to the bid.
 - a) CONTRACTOR's home office organization chart.
 - b) CONTRACTOR's proposed project organizational chart.
 - c) Resumes of proposed key project personnel, including on-site Superintendent.
4. List and describe any:
 - a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
 - b) Any arbitration or civil or criminal proceedings, or
 - c) Suspension of contracts or debaring from Bidding by any public agency brought against the BIDDER in the last five (5) years.
5. Governmental References: (Continued on following page)

Governmental References: Obtain references, *at least five*, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM



Solicitation Information: _____

Name of Bidder: _____

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: _____

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

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 the VILLAGE OF PALMETTO BAY, 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 Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the 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 sub-CONTRACTOR, or third party CONTRACTOR 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 12101-12213 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 of Official: _____

Name (typed): _____

Title: _____

CONTRACTOR: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT
(CONTRACTOR / BIDDER DISCLOSURE)**

I, _____ being first duly sworn state:

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

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than sub-Contractor's, 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 (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

CONTRACTOR: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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.)

- o Personally known to me, or
- o Produced identification:

(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.

SWORN STATEMENT PURSUANT 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 the VILLAGE OF PALMETTO BAY, 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 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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 or 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. An 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, executives, partners, shareholders, employees, members, and agents who are active in the 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 prima 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 the preceding 36 months shall be considered an 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 "person" includes those officers, directors, executives and partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 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 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.

Signature of Official: _____

Name (typed): _____

Title: _____

CONTRACTOR: _____

Date: _____

Continued on following page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

W9 FORM

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)
VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Coral Reef Park Rubberized - Trail Renovations
ITB No 1516-12-001

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars
(\$ _____) submitted to the Village of Palmetto Bay
(Village) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Village.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Village and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

PERFORMANCE BOND

PROJECT TITLE: Coral Reef Park Rubberized - Trail Renovations (the "Project")

CONTRACTOR :

CONTRACT NO: 1516-12-001

CONTRACT DATED:

STATE OF § _____

§ _____

COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____
_____ Of the Village of _____, County of
_____, and State of _____, as Principal, and
_____, authorized, licensed and admitted to do business under the laws of the
State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto
Bay, as Oblige, in the penal sum of _____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Oblige, dated the ____ day of
_____, 20____, for the construction of the **Coral Reef Park Rubberized - Trail
Renovations** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall
faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
singular the covenants, conditions, warranties and agreements in and by said Contract agreed and
covenanted by the Principal to be observed and performed, and according to the true intent and meaning of
said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Oblige to be in default under the Contract, Oblige having
performed Oblige's obligations thereunder, the Surety shall promptly remedy the default, or shall
promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and
upon determination by Surety of the lowest responsive, responsible bidder, or, if

Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible
bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance
with its terms and conditions, 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 the

amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____
Address: _____
Principal
By: _____
Name: _____
(Print)
Title: _____
Address: _____

Witness: _____
Address: _____
Surety
By: _____
Name: _____
(Print)
Title: _____
Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____
Address: _____
Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Coral Reef Park Rubberized - Trail Renovations (the "Project")

CONTRACTOR :

CONTRACT NO: 1516-12-001

CONTRACT DATED:

STATE OF § _____

§ _____

COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____, County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Coral Reef Park Rubberized - Trail Renovations**, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Coral Reef Park Rubberized - Trail Renovations
Contract No.: 1516-12-001

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the OWNER. The Commencement date is _____, 20____. Completion date shall be _____, 20____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Building and Capital Projects Director and Parks and Recreation Director will be responsible for this project.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.0 AGREEMENT

AGREEMENT ("CONTRACT") BETWEEN VILLAGE AND CONTRACTOR

THIS CONTRACTOR is dated as of the ___ day of _____, in the year 20___, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and _____ (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of this work entitles the installation of a "Walking and Jogging Trail System" with recycled rubberized trail materials and installation over the existing asphalt which has deteriorated through the years. The thickness of the rubberized material cannot exceed two (2) inches thick. The material is a pour-in-place, monolithic, recycled bound rubber permeable pavement system to include flexible, polyurethane-bound synthetic rubber structure, uniformly troweled in place with a water permeable, pigmented surface and an installation suitable for slopes that might occur due to uprooting of trees on the old trail system. These slopes, mounds and curves which will be produced on site to contour the surface will need to be ADA compliant. The new rubber trails will need to be strong enough to withstand light-weight vehicular traffic and bicycles. The trail system will need to be 2,155 linear feet, 8 feet wide at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157.

Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS (the "Project")

Article 2. CONTRACT TIME.

2.1 If awarded the Total Bid Work, the Work will be completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.50 of the General Conditions, and completed and ready for final payment in accordance with paragraph 2.15 of the General Conditions.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with 5.17 of the Technical Specifications. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Hundred and 00/100 dollars (\$100.00) for each day that expires after the time specified in Paragraph 2.50 for Final Completion until the Work is complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 3. CONTRACT PRICE.

3.1 The CONTRACTOR warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

3.2 The estimated expenditure for this contract is listed below. This is the price quoted by the CONTRACTOR; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$ _____

Contract Price (in words): _____

Article 4. PAYMENT PROCEDURES.

All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Vendor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

At least ten days before the date established for each progress payment (but not more often than once a month), Vendor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.

The VILLAGE may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents for construction projects. 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. For contracts not exceeding \$100,000.00 a ten (10) percent retainage will not be withheld.

Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Vendor indicating Village's reasons for refusing to recommend for payment. In the latter case, Vendor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will become due and when due will be paid by the Village to the Vendor.

Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

4. The Work has progressed to the point indicated.
5. The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and
6. The conditions precedent to CONTRACTOR's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to

- check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to CONTRACTOR.
7. Village's recommendation of any payment, including final payment shall not mean that the Village is responsible for CONTRACTOR's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.
 8. Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:
 9. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 10. The Contract Price has been reduced by Written Amendment or Change Order,
 11. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
 12. The Village has actual knowledge of the occurrence of any of the events such as:
 - (iv) If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),
 - (v) If the CONTRACTOR DISREGARDS laws or regulations of any public body having jurisdiction;
 - (vi) If the CONTRACTOR otherwise VIOLATES in any substantial way provisions of the Contract Documents;
 13. The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:
 - (iv) Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
 - (v) There are other items entitling the Village to a set-off against the amount recommended, or
 - (vi) But the Village must give CONTRACTOR immediate written notice stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the Village and CONTRACTOR, when CONTRACTOR corrects to the Village's satisfaction the reasons for such action.

Article 5. INTEREST. Not Applicable

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself 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 in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General CONTRACTOR, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance 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, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. Solicitation Document and this Contract
- 7.2. Exhibits to this Contract
- 7.3. Performance and Payment Bonds
- 7.4. Notice of Intent to Award
- 7.5. General Conditions
- 7.6. Scope of Work
- 7.7. Technical Specifications
- 7.8. Drawings bearing the following general title:
Coral Reef Park Rubberized - Trail Renovations (the "Project")
- 7.9. Addenda
- 7.10. CONTRACTOR'S BID
 - 7.10.1 Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
 - 7.10.2 Any Modifications, including Change Orders, Work Authorizations, duly delivered after execution of the Contract.
 - 7.10.3 Advertisement for Bids.
 - 7.10.4 Certification Regarding Debarment
 - 7.10.5 Non-Collusion Affidavit
 - 7.10.6 Solicitation, Giving, Acceptance of Gifts Policy
 - 7.10.7 Americans with Disabilities Act Statement
 - 7.10.8 Drug-Free workplace Certification
 - 7.10.9 Business Entity Affidavit
 - 7.10.10 Sworn Statement on Public Entity Crimes
 - 7.10.11 Contractor Affidavit and Partial Release
 - 7.10.12 Contractor Affidavit and Final Release
 - 7.10.13 Waiver and Release of Lien Upon Progress Payment
 - 7.10.14 Waiver and Final Release of Lien

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.53 of the General Conditions).

Article 8 MISCELLANEOUS

- 9.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6. The OWNER shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

CONTRACT CONTINUED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

CONTRACTOR

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

BY _____

Edward Silva
Print Name

Print Name

Village Manager
Title

Title

ATTEST

Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

Print Name

Dexter W. Lehtinen
Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

SECTION 9.0 EXHIBITS

EXHIBIT A

Coral Reef Park Rubberized - Trail Renovations (the "Project") Site Plan

(SITE PLAN WILL BE EMAILED WITH THIS BID)

EXHIBIT B

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: Coral Reef Park Rubberized - Trail Renovations

Invitation to Bid#: 1516-12-001

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of payment to the Contractor in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.
5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

EXHIBIT C

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Coral Reef Park Rubberized Padding - Trail Renovations**
Invitation to Bid#: 1516-12-001

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of final payment to the Contractor in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.
4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.
5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____. He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT D

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Coral Reef Park Rubberized - Trail Renovations**

Invitation to Bid#: 1516-12-001

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of \$ _____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____ (Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT E

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: Coral Reef Park Rubberized - Trail Renovations

Invitation to Bid#: 1516-12-001

Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of \$ _____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.
2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.
3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____. He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT "B"

Rubberized (Pour-In-Place) Walkway

ARTICLE 7 (7.8)
Coral Reef Park Rubberized-Trail Renovations (the "Project")

Length=2,155 ft.





ARTICLE 7 (7.9)

November 18, 2015

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1516-12-001
Coral Reef Park Rubberized – Trail Renovations

ADDENDUM NO. 1

Prospective Proposers,

This Addendum forms a part of the ITB Package Document dated November 23rd, 2015, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Mr. Mike Nester from R.H. Moore & Associates submitted the following questions via email:

1. **Question:** Do you have an updated bidder's list you are able to email me?

Response: Yes, we keep a record of all the bids that have gone out, we will email everyone a copy of the bidder's list as of November 18, 2015.

Mr. Lester Jimenez from GPE Engineering & General Contractor submitted the following questions via email:

1. **Question:** After reviewing the technical specification it states that all transitions to be ADA compliant. Does this imply the contract is to remove the asphalt at these location and regrade the base below in order to slope the rubberized track no more than 2% when matching the existing concrete sidewalk?

Response: No, the asphalt will not need to be removed, there will be some sloping due to uprooting etc... what the bidders should do is level with the material to a slope that will be ADA compliant and that the track looks appealing. Remember we are asking for two (2) inches of the pour in place material.

2. **Question:** There are several areas around the track that are being uprooted by the Trees. Are these areas of asphalt to be removed and regraded prior to installing the rubberized track surface.

Response: Please note that we do not want to have the asphalt removed, the best way for the uprooting of the trees is to slope the pathway in a way that would make it easier for bicycles and pedestrians to not trip or fall and be ADA approved.

- 3. Question:** Along the track there is an average of a 6" step-off which is not ADA compliant. Is this edge to be milled/saw cut and removed to provide an adequate transition to grade.

Response: Yes, there needs to be a way to improve on the transition from trail to step-off and be able to also be ADA compliant.

- 4. Question:** There is a bench located along the track with a 6" step-off. Do you require a pad to be installed for this bench to provide adequate transition?

Response: I do not know if that was part of the bid document, but it can be addressed once we acquire a selection.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. The form of acknowledgement is included and failure to sign and submit this form may result in your proposal from being rejected.

Thank you for your participation in our solicitation process.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

Article 7 (7.10.1)

SECTION 6.0 BID FORM

TOTAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): s 136,000.⁰⁰

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): ONE HUNDRED THIRTY SIX
THOUSAND AND _____ ⁰⁰/100 Dollars

CONTRACTOR: GPE Engineering & General Contractor

Signature of Official:  Name (typed): Antonio Reyes

Title: President Date: 11/23/15



Bid Form
Page 3 of 5

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓	✓	Site Inspection	3.3
✓	✓	Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	3.2
✓	✓	Bid Guaranty	3.21
✓	✓	Bidder Qualifications	2.22
✓	✓	Copies of Bid and Village Required Forms	2.8
✓	✓	Insurance	2.65
✓	✓	Licenses	3.15
✓	✓	References	2.21
When Required		Samples (If Applicable)	2.58
✓		Guarantee/ Warranty Information (If Applicable)	2.71.1.2/2.49

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay 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 all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Intent to Award.

Bid Form
Page 4 of 5

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.) Bidder(s) shall ALSO acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest.

Addendum No. 1 Dated: 11/18/2015

Addendum No. _____ Dated: _____

- b. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. The Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.
5. The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, Village Required Forms and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work.

Bid Form
Page 5 of 5

6. It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 2.20 (Award of Bid) in the Instructions to Bidders.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS 23 DAY OF November 2015.

BID SUBMITTED BY:


Signature and Date 11/23/15

President

Title

Antonio Reyes

Name

GPE Engineering & General Contractor

Company

END OF SECTION



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1

Amendment of ITB# No.: 1516-12-001

Title of ITB: Coral Reef Park Rubberized Trail Renovations

Name of Proposer Antonio Reyrs

Date Addendum Received November 18, 2015

Total Pages of Addendum including Acknowledgement 2

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.

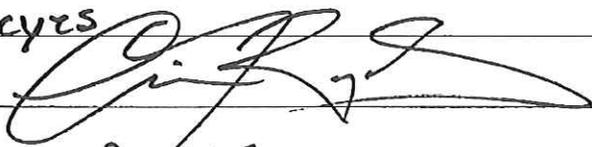
SECTION 7.0 VILLAGE REQUIRED FORMS

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (~~certified check~~), (~~cashier's check~~) in the amount of 5% of Bid Proposal Submitted Dollars (\$---5%---), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Coral Reef Park Rubberized Padding -Trail Renovations (ITB No. 1516-12-001).

Company: GPE Engineering & General Contractor Corp.

Name: Antonio Reyes

Signature: 

Title/Position: PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, GPE Engineering & General Contractor Corp., as Principal, and International Fidelity Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of 5% of Bid Proposal Submitted Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS 18th DAY OF November, 2015.

Federal Tax I.D.# 591963236 CONTRACTOR License I.D.#: C6C061987
CUC057061

Principal GPE Engineering & General Contractor Corp. Surety International Fidelity Insurance Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, GPE Engineering & General Contractor Corp. (hereinafter called the Principal), and International Fidelity Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of ^{Newark} ~~New Jersey~~ with its principal offices in the Village of and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of 5% of Bid Proposal Submitted ----- Dollars (\$ ----- 5% -----), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

**VILLAGE OF PALMETTO BAY (the "Village" or the "Village")
CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS (the "Project")**

for said Village, and;

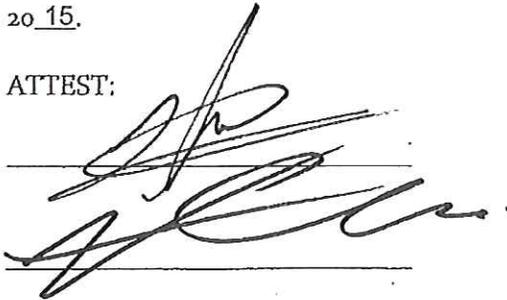
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal

to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said GPE Engineering & General Contractor Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said International Fidelity Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact, under its corporate seal, this 18th day of November, and attested by its secretary, A.D., 20 15.

ATTEST:



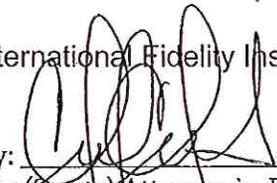
GPE Engineering & General Contractor Corp.

By:  (Title)
(Principal)

ATTEST:



International Fidelity Insurance Company

By:  (Surety) Attorney-in-Fact
Davor I. Mimica, Attorney in Fact &
FL Resident Agent

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM F. KLEIS, WILLIAM L. PARKER

Miami, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of November, 2015.

MARIA BRANCO, Assistant Secretary

BIDDER'S QUALIFICATION

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and CONTRACTOR selection.

1. Number of similar projects:
 - a) In the past 5 years 4
 Original contract price overrun average % 0
2. Current workload – Projects in excess of \$25,000.

Project Name	Company Name	Telephone Number	Contract Price
Leon Medical Center	MCM Corp.	(305) 541-0000	\$453,408.00
Youth Co-op Charter School	Turin Construction	(786) 412-8739	\$525,178.72
City of Homestead Police Station	MCM Corp.	(305) 541-0000	\$805,533.00
Norland Senior High School	Pirtle Construction Company	(954) 797-0410	\$2,057,830.44

3. The following information shall be attached to the bid.
 - a) CONTRACTOR's home office organization chart.
 - b) CONTRACTOR's proposed project organizational chart.
 - c) Resumes of proposed key project personnel, including on-site Superintendent.
4. List and describe any:
 - a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
 - b) Any arbitration or civil or criminal proceedings, or
 - c) Suspension of contracts or debaring from Bidding by any public agency brought against the BIDDER in the last five (5) years.
5. Governmental References: (Continued on following page)

Village of Palmetto Bay

Vendor Registration Application



This form must be completed in its entirety. The Village of Palmetto Bay does not have a preferred vendors list.

Business Name (As shown on W9; Attach W9 Form): GPE Engineering & General Contractor

DBA (Doing Business As): _____

Fed Tax ID Number: 591963236

Address: 13117 NW 107 AVE

City: Hialeah Gardens State: Florida Zip Code: 33018

Contact Name: Antonio Reyes Contact Email: Treyes@gpeeng.com

Phone: (305) 828-5307 Fax: (305) 828-5325

Business Website: www.gpeeng.com

Type of Organization:

- Individual
 Partnership
 Non-Profit Organization
 Corporation
 Religious Organization
 Government/School
 Religious Organization

If so, incorporated under the laws of what state? _____

Type of Business:

- Manufacturer
 Factory Representative
 Wholesale Dealer
 Retail Dealer
 Construction
 Unlimited General Contractor
 Limited Sub-Contractor
 Service Establishment - Define _____
 Other - Define _____

List the commodities and/or services to be provided to the Village. Please print or type your reply.

Business License Information:

State License No. CUC057081 CGC061987 Occupational License No. BL17430/E750

Other: _____

Insurance Information (Please select all applicable, Attach copy of Certificate of Insurance):

- General Liability
 Automobile Liability
 Worker's Compensation
 Other: SEE ATTACHED

If you currently hold any FL State, County, or Municipal Contracts, list entity, numbers, and expiration:

For office use only:

Date Received: _____ Date Entered: _____ Vendor No: _____

Received By: _____ Entered By: _____

UPON COMPLETION PLEASE RETURN TO THE VILLAGE OF PALMETTO BAY, PROCUREMENT SPECIALIST.
FORMS MAY BE SUBMITTED VIA EMAIL TO KSADA@PALMETTOBAY-FL.GOV

9706 E HIBISCUS STREET
PALMETTO BAY, FL 33157
TEL: 305-259-1234 FAX: 305-259-1090



GPEENGI-02 GLADYS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	CONTACT NAME:		
	PHONE (A/C, No., Ext.): (305) 670-6111	FAX (A/C, No.): (305) 670-9699	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : National Fire Ins.Co.			20478
INSURER B : Valley Forge Insurance Co.			20508
INSURER C : Transportation Insurance Co.			20494
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
GPE Engineering & General Contractor Corp.
DBA Gonzalez Pavement Equipments, Inc.
13117 N.W. 107 Avenue, #1
Hialeah Gardens, FL 33018

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5095130537	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4034210234	11/30/2014	11/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTIONS 10,000			4034210203	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4034210220	11/30/2014	11/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			4034210217	11/30/2014	11/30/2015	Leased / Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Village of Palmetto bay 9705 East Hibiscus Street Palmetto Bay, FL 33157	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

SIGNATURE



Antonio Reyes

PRINTED NAME

GPE Engineering & General Contractor

NAME OF COMPANY

President

TITLE



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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


SIGNATURE

Antonio Reyes

PRINTED NAME

GPE Engineering & General Contractor

NAME OF COMPANY

President

TITLE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Antonio Reyes being first duly sworn, deposes and says that:

(1) He/She/They is/are the President
(Village, Partner, Officer, Representative or Agent) of
GPE Engineering & General Contractor 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, Villages, 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 fix any overhead, profit, or cost elements of the Bid Price or the Bid Price 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, Villages, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Lester Jimenez

Witness

Yolanda Hernandez

Witness

by:

Signature

Antonio Reyes

Print Name and Title

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statutes Section 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Village of Palmetto Bay policy prohibits all public officers, elected or appointed; all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any CONTRACTOR, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Village of Palmetto Bay has added food, meals, beverages, and candy.

Any CONTRACTOR, Vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

GPE Engineering & General Contractor

NAME OF COMPANY

Antonio Reyes

PRINTED NAME

President

TITLE

Failure to sign this page shall render your bid non-responsive

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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 the VILLAGE OF PALMETTO BAY, FLORIDA

by: Antonio Reyes President

(print individual's name and title)

for: GPE Engineering & General Contractor

(print name of entity submitting sworn statement)

whose business address is: 13117 NW 107 AVE Hialeah Gardens, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591963236

(If the entity has no FEIN, include the 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 sub-CONTRACTOR, or third party CONTRACTOR 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 12101-12213 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, 29 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 of Official: _____

Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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
 Produced identification:

LICENSE

(Type of Identification Produced)

Did take an oath or
 Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT
(CONTRACTOR / BIDDER DISCLOSURE)**

I, Antonio Reyes being first duly sworn state:

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

591963236

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

GPE Engineering & General Contractor

Name of Entity, Individual, Partners or Corporation

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

13117 NW 107 AVE Hialeah Gardens, FL 33018

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 (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
<u>Antonio Reyes</u>	<u>13117 NW 107 AVE HIALEAH GARDENS, FL 33018</u>	<u>17 %</u>
<u>CARIDAD X. REYES</u>	<u>13117 NW 107 AVE HIALEAH GARDENS, FL 33018</u>	<u>36 %</u>
<u>EVELIO GONZALEZ & ZOILA GONZALEZ</u>	<u>13117 NW 107 AVE HIALEAH GARDENS, FL 33018</u>	<u>47 %</u>

2. The full legal names and business address of any other individual (other than sub-Contractor's, 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 (Post Office addresses are not acceptable), as follows:

N/A

Signature of Official: _____



Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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
 Produced identification:

License

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

SWORN STATEMENT PURSUANT 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 the VILLAGE OF PALMETTO BAY, FLORIDA

by: Antonio Reyes President
(print individual's name and title)

for: GPE Engineering & General Contractor
(print name of entity submitting sworn statement)

whose business address is: 13117 NW 107 AVE Hialeah Gardens, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591963236

(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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 or 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. An 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, executives, partners, shareholders, employees, members, and agents who are active in the 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 prima 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 the preceding 36 months shall be considered an 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 "person" includes those officers, directors, executives and partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 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 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.

Signature of Official: _____

Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

Continued on following page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS 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
 Produced identification:

Licenses

(Type of Identification Produced)

Did take an oath or
 Did not take an oath.

W9 FORM

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) GPE ENGINEERING & GENERAL CONTRACTOR CORP.		
	Business name/disregarded entity name, if different from above d/b/a GONZALEZ PAVEMENT EQUIPMENTS, LLC.		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 13112 NW 107th AVE UNIT 1 City, state, and ZIP code MIAMI GARDENS FL 33018	Requester's name and address (optional) VILLAGE OF PALMETTO BAY 9705 E. HIBISCUS STREET PALMETTO BAY, FLORIDA 33157	
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
5	9	-	1	9	6	3	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/23/15
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Governmental References: Obtain references, at least five, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY • REFERENCE FORM		
Solicitation Information:	<u>Palmetto Bay Coral Reef Park Trail Renovation</u>	
Name of Bidder:	<u>GRE Engineering & General Contractor</u>	
To Whom it May Concern,		
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:		
Project Information:		
Title/Scope of Work:	<u>Proposed WM Reconnection Multiple WM Reconnections & Roadway Improvement</u>	
Initial Value of Contract:	<u>\$300,000.</u>	Final Value of Contract: <u>\$300,000.00</u>
Was the work performed timely:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Was the work performed to acceptable quality standards:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Would you enter into a contract with the vendor in the future?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Total number of change orders:	<u>0</u>	Were any contractor driven: <u>NA</u>
Number of RFI's submitted by the vendor:	<u>0</u>	
If you responded no to any of the above please provide details:		
Comments:		
Name of Public Entity/Company:	<u>City of Hialeah</u>	
Name of Individual completing this form:	<u>Alex Medina</u>	
Signature:		Title: <u>ENGINEER II</u>
Telephone:	<u>(305)556-3800</u>	Email: <u>almedina@hialeahfl.gov</u>
Thank you for your support in helping us evaluate our solicitation responses.		
Sincerely,		
Kristy Bada, Procurement Specialist		
9705 E Hibiscus Street • Palmetto Bay, FL 33157		

Governmental References: Obtain references, *at least five*, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: Palmetto Bay Coral Reef Park Rubberized Trail Renovations

Name of Bidder: GPE Engineering & General Contractor

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: FT. Lauderdale Storm Drainage Annual Contract

Initial Value of Contract: \$2,000,000.00 Final Value of Contract: \$2,000,000.00

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 1 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 3

If you responded no to any of the above please provide details:

Comments:

Professional and responsible contractors.

Name of Public Entity/Company: CITY OF FortLauderdale

Name of Individual completing this form: SAYD HUSSAIN

Signature: Sayd Hussain Title: Project Manager

Telephone: 954.828.5678 Email: SHUSSAIN@FortLauderdale.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

Governmental References: Obtain references, at least five, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: GPE Engineering & General contractor

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Florida City Roadway Improvement

Initial Value of Contract: \$1,700,000.00 Final Value of Contract: \$1,700,000.00

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: N/A Were any contractor driven: _____

Number of RFI's submitted by the vendor: None

If you responded no to any of the above please provide details:

Comments:

The Contractor has been very accomodating with regards to the City needs and requests. High quality work. Very responsive.

Name of Public Entity/Company: Baljet Environmental

Name of Individual completing this form: Pedro D. Gonzalez

Signature: [Signature] Title: President

Telephone: 305-598-0199 Email: pgonzalez@baljet.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

Governmental References: Obtain references, at least five, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: GPE Engineering & General Contractor

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: SOUTH LAKE CONTROL STRUCTURES CONTROL STRUCTURE INSTALLATION & ROADWAY WORK

Initial Value of Contract: \$399,586 Final Value of Contract: \$359,923

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 4 Were any contractor driven: 2

Number of RFI's submitted by the vendor: 2

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: CITY OF HOLLYWOOD

Name of Individual completing this form: GLECE AUREUS

Signature: [Signature] Title: ENGINEERING MANAGER

Telephone: 954.921.3930 Email: CAUREUS@Hollywood-FL.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

Governmental References: Obtain references, at least five, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Palmetto Bay Coral Reef Park
Trail Renovation

Name of Bidder: GPE Engineering & General Contractor

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: MID DRAINAGE IMPROVEMENT
DRAINAGE IMPROVEMENT PROJECT

Initial Value of Contract: \$769,241.49 Final Value of Contract: \$670,024.56

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 0 Were any contractor driven: 0/NA

Number of RFI's submitted by the vendor: 2

If you responded no to any of the above please provide details:

Comments:

Drainage Improvement of Midway Addition Phases
along with a retaining wall. All the work
was done on-time with excellent performance

Name of Public Entity/Company: Miami-Dade Public Works

Name of Individual completing this form: Fred Diaz

Signature: [Signature] Title: Project Manager

Telephone: 305-951-4599 Email: FVD@MiamiDade.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
13117 NW 107TH AVE
UNIT 1
HIALEAH GARDENS FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC057061

ISSUED: 07/24/2014

CERT UNDERGROUND & EXCAV. CNTR
REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1407240001651

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC057061	

The UNDERGROUND UTILITY & EXCAVATION CO.
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
16742 NW 78 CT
MIAMI LAKES FL 33016



ISSUED: 07/24/2014

DISPLAY AS REQUIRED BY LAW

SEQ # 11407240001651



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
13117 NW 107TH AVE
UNIT 1
HIALEAH GARDENS FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC061987 ISSUED: 07/24/2014

CERTIFIED GENERAL CONTRACTOR
REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1407240001395

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC061987	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
16742 NW 78 CT
MIAMI LAKES FL 33016



ISSUED: 07/24/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407240001395

Antonio Reyes

Experience

1997–Present

Gonzalez Pavement Equipment Inc.

Hialeah Gardens, FL

President

- Increased sales from \$750K to \$6 million.
- Oversee Daily Operational and Administrative Production.
- Estimate all Major Projects
- Manage All Financial Duties

2000–2005

Maco Group LLC

Miami, FL

Qualifier and Administrative Manager

- Managed all Administrative Duties of over 7 Projects totaling 19 Million Dollars
- Managed all Banking and Loan Relations for Projects
- Supervised Field Operations for Quality and Compliance
- Managed all Investor Production and Financial Reports

Education

1995

University of Miami

Miami, FL

- Bachelor of Science in Electrical Engineering.
- Specializing in Microwave Circuits and Communications.

Certifications

State Certified General Contractors License – CGC 061987

State Certified Underground Utility Contractors Licenses – CUC 057061

Dade County Paving Engineering License – E750

State Certified Class V Fire Main Contractors License

ICCC Backflow Prevention Assembly Tester – C02099

ATSSA Florida Advanced Work Zone Traffic Control Certification

Number	Year	Equipment Name	Vin No. / Serial No.
3	1996	Ford Econoline Van	1FTFE24Y1THB57887
4	1997	Dodge Van	2B7KB31Z1VK594508
5	1997	Ford F250 (service Truck)	3FTHF25F9VMA55562
7	2004	Ford Sport track	1FMZU67K34UB76041
9	1971	Mack Water Tank	U685ST3037
10	1972	Dorsey Trailer Aluminum	64246
12	1998	Mack Tractor Trailer CH613	1M2AA13Y2WW089306
18	2005	Caterpillar D5GXL Dozer	WGB01621
19	n/a	Dynapac CC122 Roller	60115131
20	n/a	Dynapac CA25II Roller	686B028
22	n/a	John Deere 310D Backhoe	786833
24	n/a	Terramite USS38 Sweeper	20TS0122
25	n/a	Terramite TSS38 Sweeper	81399
26	n/a	Asphalt Machine	n/a
27	1994	Ford Dump Truck LTA9000	1FTYY95U6RVA46346
28	1995	Ford Dump Truck	1FTYY9588SVA26670
29	2004	Leeboy 685B Grader	980040
30	n/a	Grader	n/a
31	2002	Komatsu PC220 Excavator	A85435
32	n/a	Daewood 220LCIII Excavator	1924
33	2004	Komatsu WA250-5L Loader	A73376
35	n/a	Bob Cat 863	51442644
41	2003	Hypac C766C Roller	901C20902479
42	2006	Marathon Trailer Sprayer TPS250T	2M9TPS2T46H102222
44	1999	Freightliner - Service Truck IFU	1FV6HLAAXXHB76567
45	2006	Chevy Aveo	KL1TD66667B689225
47	2000	Ford E250	1FTNE2424YHB86721
48	2000	Ford E250	1FTNE2421YHB86532
49	2004	Caterpillar 928G Wheel Loader	CAT0928GCDJ00798
51	n/a	Komatsu PC300LC-7L Excavator	A86735
53	2007	Ford F-150	1FTRF12207KC24720
54	n/a	Wacker BPU2540A Honda	n/a
55	2000	Isuzu NQR 2000	JALE5B148Y7901669
57	2007	Chevy Avalanche	3GNEC12067G322297
59	2002	Lee Boy 8500 Asphalt Machine	2860LD
60	2006	Trail King TK70DGHT Low Boy	1TKJ0502X6B045682
61	2008	Komatsu PC45MR3 Mini Excavator	5050
62	2005	Chevy C7500 2,000 Gal Water Truck	1GBL7C1C85F509037



To: Honorable Mayor and Village Council

Date: January 4, 2016

From: Edward Silva, Village Manager

Re: Various Localized Drainage Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAINAGE IMPROVEMENT PROJECTS AT AREA 1 (SW 87TH AVE FROM SW 142ND ST TO SW 143RD ST); AREA 2 (SW 80TH AVE FROM SW 167TH ST TO 166TH ST); AREA 3 (80TH AVE FROM SW 155TH ST TO END OF CUL-DE-SAC); AREA 4 (SW 80TH AVE FROM SW 152ND ST TO SW 148TH ST); AREA 5 (EASTSIDE OF SW 84TH CT BETWEEN SW 147TH ST AND SW 147TH TER); AREA 6 (SW 88TH CT BETWEEN SW 156TH ST AND SW 159TH ST); AND AREA 7 (SW 145TH TER BETWEEN 73RD AVE AND SW 74TH AVE) WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CIVIL WORKS, INC., A VILLAGE PRE-QUALIFIED CONTINUING SERVICE ENGINEER FOR ENGINEERING SERVICES FOR PLANNING, DESIGN AND PERMITTING OF DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,193; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Civil Works, Inc., submitted a proposal to assist the Village in addressing the current flooding issues occurring in seven localized areas that had no history of severe flooding but, now exhibit some flooding issues. The seven localized areas are as follows:

- Area 1 (SW 87th AVE from SW 142nd ST to SW 143 ST) roadway flooded by runoff;
- Area 2 (SW 80th AVE from SW 167th ST to 166th ST);
- Area 3 (80th AV from SW 155th ST to end of cul-de-sac);
- Area 4 (SW 80th AV from SW 152nd ST to SW 148th ST);
- Area 5 (Eastside of SW 84th CT between SW 147th ST and SW 147th TER);
- Area 6 (SW 88th CT between SW 156th ST and SW 159th ST);
- Area 7 (SW 145th TER between 73rd AVE and SW 74th AVE) consist of closed systems with small isolated drainage facilities, homemade systems, no existing drainage and/or several small exfiltration systems at low points in the roadway.



THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

Dear Mr. [Name]:
I have received your letter of [Date] regarding [Topic].
The information you provided is being reviewed.
I will contact you again once a decision has been reached.
Thank you for your patience and understanding.
Sincerely,
[Name]
[Title]

Very truly yours,
[Name]

Enclosed for you are [Number] copies of [Document Name].
If you have any questions, please do not hesitate to call.
I am sure you will find this information helpful.
Best regards,
[Name]

During recent major rainfall events, roadway flooding and property damage has been reported at these seven localized areas listed above.

In accordance with the attached proposal, Civil Works will perform engineering field review of existing conditions, limited engineering survey of roadway centerline elevations and low points as needed to establish flow patterns and collection points, perform usual open-hole hydraulic conductivity tests, perform limited utility investigation, engineering analysis and design of new drainage systems or system improvements/modifications, to handle runoff from a 5 year storm. The improvements shall consist of new drainage exfiltration trenches, catch basins, manholes, swale improvements, and asphalt upgrade where needed. The bidding and construction phases are not a part of the scope of work under this project.

Civil Works, Inc. is one of five pre-qualified firms selected to provide the Village with continuing professional consulting services in the following engineering disciplines: Civil Engineering and Transportation Planning & Engineering in accordance with the attached Continuing Service Agreement executed on April 28, 2014.

Village administration desires to enter into an agreement with Civil Works, Inc., to provide professional civil engineering services to the Village for planning, design and permitting of drainage improvements in Areas 1-7 in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Regulatory Economic Resources (DRER).

Furthermore, Village administration is requesting authorization from the Village Council to negotiate and enter into an agreement with Civil Works, Inc., to provide professional civil engineering services to the Village for the planning, design and permitting for Phase VI Localized Drainage Improvements, for an amount not to exceed \$77,193.00.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Funds – Storm Water Utility in an amount not to exceed \$77,193.00.

RECOMMENDATION:

Approval is recommended.

1870

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1 RESOLUTION NO. 2015-_____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 DRAINAGE IMPROVEMENT PROJECTS AT AREA 1 (SW 87TH AVE
6 FROM SW 142ND ST TO SW 143RD ST); AREA 2 (SW 80TH AVE FROM
7 SW 167TH ST TO 166TH ST); AREA 3 (80TH AVE FROM SW 155TH ST TO
8 END OF CUL-DE-SAC); AREA 4 (SW 80TH AVE FROM SW 152ND ST
9 TO SW 148TH ST); AREA 5 (EASTSIDE OF SW 84TH CT BETWEEN
10 SW 147TH ST AND SW 147TH TER); AREA 6 (SW 88TH CT BETWEEN
11 SW 156TH ST AND SW 159TH ST); AND AREA 7 (SW 145TH TER
12 BETWEEN 73RD AVE AND SW 74TH AVE) WITHIN THE VILLAGE
13 OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER
14 TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH
15 CIVIL WORKS, INC., A VILLAGE PRE-QUALIFIED CONTINUING
16 SERVICE ENGINEER FOR ENGINEERING SERVICES FOR
17 PLANNING, DESIGN AND PERMITTING OF DRAINAGE
18 IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,193;
19 AND PROVIDING FOR AN EFFECTIVE DATE.
20
21

22 WHEREAS, on April 28, 2014, the Village of Palmetto Bay (the "Village") adopted
23 Resolution No. 2014-34 approving the execution of non-exclusive professional services
24 agreements (the "Agreements") to allow firms to provide various engineering and architectural
25 services for the Village; and,
26

27 WHEREAS, roadway flooding and property damage have been reported during recent
28 major rainfall events in seven areas throughout the Village; and,
29

30 WHEREAS, in accordance with the terms of the Agreement and the provisions set
31 forth in Resolution 2014-34, the Public Services Department solicited a proposal from Civil
32 Works, Inc., to provide planning, design, and permitting services for seven localized areas with
33 no history of severe flooding; and,
34

35 WHEREAS, Village staff has determined that Civil Works, Inc., would be best
36 suited engineer to provide planning, design, and permitting services for the scope of work
37 detailed in the attached proposal for drainage improvements; and,
38

39 WHEREAS, the selection of Civil Works would provide continuity and the Village
40 would benefit from their existing professional understanding of the roadway flooding issues
41 in the community of Palmetto Bay since the President of the company lives in close
42 proximity to several of the proposed drainage improvement areas; and,
43

44 WHEREAS, Village staff has conducted preliminary negotiations with Civil
45 Works, Inc., and the estimated the cost of providing services to the Village is
46 approximately \$77,193.00; and,
47

1 **WHEREAS**, the Village desires to continue negotiations in an effort to enter into
2 an agreement with Civil Works, Inc., to provide planning, design, and permitting services
3 for the scope of work detailed in the attached request for proposal for an amount not to
4 exceed \$77,193.00; and,
5

6 **WHEREAS**, the Village finds that this Resolution will promote the health, safety
7 and welfare of the Village.
8

9 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF**
10 **PALMETTO BAY, FLORIDA, THAT:**
11

12 **Section 1. Recitals.** The above recitals are true and correct and are incorporated
13 herein by this reference.
14

15 **Section 2. Authorization.** In accordance with the terms and conditions of
16 Resolution No. 2014-34, which approved the execution of non-exclusive professional
17 services agreements (the "Agreement") to allow firms to provide various engineering and
18 architectural services for the Village, the Village Manager is authorized, on behalf of the
19 Village, to negotiate and enter into an Agreement with Civil Works, Inc., to provide
20 planning, design, and permitting services for drainage improvements in seven localized
21 areas in an amount not to exceed \$77,193.00.
22

23 **Section 3.** This Resolution shall take effect immediately upon its passage and
24 adoption.
25

26 **PASSED and ADOPTED** this _____ day of January, 2016.
27
28
29

30 Attest: _____

31 Meighan J. Alexander
32 Village Clerk
33

Eugene Flinn
Mayor
34

35 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
36 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
37
38
39

40 Dexter W. Lehtinen
41 Village Attorney
42
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1 FINAL VOTE AT ADOPTION:
2
3 Council Member Karyn Cunningham _____
4
5 Council Member Tim Schaffer _____
6
7 Council Member Larissa Siegel Lara _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Eugene Flinn _____
12

1. $\frac{1}{x^2} = x^{-2}$
 $\frac{d}{dx} x^{-2} = -2x^{-3} = -\frac{2}{x^3}$
 2. $\frac{1}{x^3} = x^{-3}$
 $\frac{d}{dx} x^{-3} = -3x^{-4} = -\frac{3}{x^4}$
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A WBE/DBE firm

Civil Works, Inc.

Miami - Ft. Lauderdale - Orlando

305-591-4323 954-344-6568 407-339-0040

www.civilworks.com

cwi@civilworks.com

Dec. 15, 2015

Ms. Corrice Patterson, Public Works Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

**Re: Professional Engineering Services
for the Phase VI Localized Drainage Improvements,
CWI Project No. 15100.00**

Dear Ms. Patterson:

Civil Works, Inc. (CWI) is pleased to submit this revised proposal to the Village of Palmetto Bay (Village) for Engineering Design Services. Based on the emailed scope of work, our services will include the preparation of construction documents and calculations for the drainage improvements. There will be seven (7) distinct locations, each designed with a complete set of plans and Drainage Report. The engineering services will also include the permitting for the proposed improvements. This letter and our Professional Services Agreement will serve as the agreement for the services described below.

Task 1 - Phase VI Localized Drainage Improvements Construction Documents

This Task includes the design and preparation of construction documents for the drainage improvements. These include design of new drainage exfiltration trenches, catch basins, manholes, swale improvements, and asphalt upgrades, where needed. This Task will include utility research of available as-builts, engineering analysis and preliminary cost estimates. This Task is divided into 7 areas, as listed below.

The Seven sets of Documents include:

- ◆ Cover Sheet including the location, Index of Sheets and General Notes
- ◆ Paving, Grading and Drainage Plan
- ◆ Drainage Details and Notes
- ◆ Drainage Report and Calculations
- ◆ Percolation Test, one for each location
- ◆ Topographic Survey, one for each location
- ◆ Permit Processing Assistance through Miami Dade County.

Task 2.0 - Additional Services/ Project Representation (if needed)

This task will include additional meetings over the above listed meetings with technical staff, team meetings, agency meetings and any follow-up that your organization may request. Any work performed under this task will be billed at our hourly rates shown below.

SCHEDULE

CWI is ready to begin the project immediately. We will comply with any reasonable design schedule that you require for the completion of this project.

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DELIVERABLES

CWI will provide the following sets of plans for approvals and permits:

2 sets of 75% and 100% Construction Documents.

2 sets of Signed and Sealed Drainage Plans and calculations for County Approval.

2 sets of revised plans for final approval.

COMPENSATION

The fees for providing these Tasks are listed as a Lump Sum. The fees listed below are listed by drainage area, as requested. Any task not specifically listed above will be covered as an additional service.

Task 1 Area	Area Description	Engineering	Survey	Geotechnical	Lump Sum	Budget
1	SW 87 Ave, from SW 142 St to SW 143 St	\$5,400	\$3,096	\$1,000	\$9,496	N/A
2	SW 80 Ave, in front of #16625	\$5,400	\$2,732	\$1,000	\$9,132	N/A
3	SW 155 St, in front of #7990	\$5,400	\$2,732	\$1,000	\$9,132	N/A
4	SW 80 Ave, from SW 152 St to SW 148 St	\$10,200	\$5,805	\$1,000	\$17,005	N/A
5	SW 84 Ct, between SW 147 St and SW 147 Terr	\$5,400	\$3,096	\$1,000	\$9,496	N/A
6	SW 88 Ct, between SW 156 St. and SW 159 St.	\$7,800	\$5,000	\$1,000	\$13,800	N/A
7	SW 145 Terr, in front of 7330	\$5,400	\$2,732	\$1,000	\$9,132	N/A
	Subtotal				\$77,193	
Task 2	Additional Services/ Project Representation (if needed)				N/A	\$1,000

This Agreement includes up to \$200.00 in reproductions, printing and telecommunications costs. Costs over this amount will be invoiced separately. Any services not specifically mentioned in the tasks above will be additional services. If any additional services are requested, a new task order will be provided based upon the rates listed below.

HOURLY RATES

<u>Category</u>	<u>Hourly Rates</u>
Principal/Project Manager	\$195.00
Senior Engineer (PE)	\$175.00
Project Engineer	\$145.00
Designer	\$125.00
Senior Engineering Tech	\$ 85.00
CADD Technician	\$ 75.00
Administrative	\$ 63.00
Clerical	\$ 52.00

All fees and reimbursable expenses for these services must be paid in full before any final products are released. Any items which are not specifically mentioned are not part of this agreement.

CLIENT'S RESPONSIBILITIES

You will furnish CWI with an executed Task Order for this project and the following:

- ◆ Review, Permit and Application Fees.
- ◆ Bidding and Construction Phases Services will be provided under a separate work order.

It is understood that any environmental issues identified with the soil and/or water contamination on this site will be resolved by others. Therefore, no environmental testing, engineering services nor processing are included in the CWI services. Receipt of the executed Task Order will constitute our Notice to Proceed. Please call me at (305) 591-4323 if you have any questions. We look forward to working with you on this exciting project.

Accepted by

Sincerely,

Civil Works, Inc.

Signature


Linda Bell, P.E.
President

Printed Name

Date

Palmetto-pp4-PaseVIdrainage.wpd

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VILLAGE OF PALMETTO BAY, DEPARTMENT OF PUBLIC SERVICES

REQUEST FOR PROPOSAL FOR DESIGN & PROFESSIONAL SERVICES FOR
PHASE VI LOCALIZED
DRAINAGE IMPROVEMENTS

The Village of Palmetto Bay Department of Public Services is requesting a proposal from a Pre-Qualified Civil Engineering Firm to provide engineering & design services for Drainage Improvements at seven (7) locations throughout the Village. The project areas consist of roadways generally located as follows:

Area 1 (SW 87th AV from SW 142nd ST to SW 143rd ST) roadway flooded by runoff; Area 2 (SW 80th AV in front of 16625); Area 3 (Standing water in front of 7990 SW 155th ST); Area 4 (SW 80th AV from SW 152nd ST to SW 148th ST) flooding has occurred in the low areas; Area 5 (Eastside of SW 84th CT between SW 147th ST and SW 147th TER) several low spots along the roadways; Area 6 (SW 88th CT between SW 156th ST and SW 159th ST) roadway flooded by runoff; and Area 7 (Standing water in front of 7330 SW 145th TER).

SCOPE OF SERVICES:

Design & Permitting Phase:

Engineering field review of existing conditions, limited engineering survey of roadway centerline elevations and low points as needed to establish flow patterns and collection points, perform usual open-hole hydraulic conductivity tests, perform limited utility investigation, engineering analysis and design of new drainage systems or system improvements/modifications, (drainage will be design to handle the basin runoff from a 5-yr storm), preparation of construction sketches sufficient for construction, preparation of construction cost estimate, and assistance in permitting approval through Miami-Dade County DERM.

The improvements shall consist of new drainage exfiltration trenches, catch basins, manholes, swale improvements, and asphalt upgrade where needed.

Bidding and Construction Phases are not a part of this proposal.

TERMS AND CONDITIONS:

All terms and conditions shall be per our Continuing Services Agreement for Engineering Services. The Village of Palmetto Bay will be responsible for any permit fees, and shall not be included in the below fees. Fees for the below services shall be lump sum:

Design & Permitting Phase:

Area#1 \$	<u>9,496</u>	Area #2 \$	<u>9,132</u>	Area#3 \$	<u>9,132</u>
Area #4 \$	<u>17,005</u>	Area#5 \$	<u>9,496</u>	Area #6 \$	<u>13,800</u>
Area#7 \$	<u>9,132</u>				
		TOTAL		\$	<u>\$77,193</u>

The Village of Palmetto Bay reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms and conditions of any proposal that may be in the best interest of the Village.

Contract award is dependent upon available funds. Please submit proposal for the Village's consideration by no later than December 15th, 2015.





There are no significant differences between the two groups in terms of the number of visits to the general practitioner or the hospital. The mean number of visits to the general practitioner was 12.5 (SD 4.5) in the intervention group and 13.0 (SD 5.0) in the control group. The mean number of visits to the hospital was 2.5 (SD 1.5) in the intervention group and 2.5 (SD 1.5) in the control group.

The mean duration of illness was 12.5 weeks (SD 4.5) in the intervention group and 13.0 weeks (SD 5.0) in the control group. The mean duration of illness was significantly longer in the control group (p < 0.05).

The mean number of days of absence from work was 12.5 (SD 4.5) in the intervention group and 13.0 (SD 5.0) in the control group. The mean number of days of absence from work was significantly longer in the control group (p < 0.05).

The mean number of days of absence from school was 12.5 (SD 4.5) in the intervention group and 13.0 (SD 5.0) in the control group. The mean number of days of absence from school was significantly longer in the control group (p < 0.05).

The mean number of days of absence from work and school was 12.5 (SD 4.5) in the intervention group and 13.0 (SD 5.0) in the control group. The mean number of days of absence from work and school was significantly longer in the control group (p < 0.05).

The mean number of days of absence from work and school was 12.5 (SD 4.5) in the intervention group and 13.0 (SD 5.0) in the control group. The mean number of days of absence from work and school was significantly longer in the control group (p < 0.05).

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CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and CIVIL WORKS, INC. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 7855 NW 12 ST, Suite 202, Doral, FL 33126.

WHEREAS, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *General Civil and Transportation Planning and Engineering* services; and

WHEREAS, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

WHEREAS, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation**: The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses**: the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:¹

- a. NPDES Permitting and stormwater management;
- b. Drainage facilities;
- c. Road construction and maintenance;
- d. Civil Engineering;
- e. GIS Mapping assistance;
- f. Utility infrastructure evaluation and review;
- g. Plat and site plan review;
- h. Park and park land development;
- i. Environmental engineering;
- j. Surveying;
- k. Project management;
- l. Opinion of probable cost of construction; and
- m. Public Works permitting and inspections.

¹ The disciplines listed below are more extensively defined and identified in RFQ _____ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the specific project;
- f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed \$25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **Termination For Convenience.** The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.** Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 Termination for Lack of Funds. Notwithstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

3.5.1 In the event the village declines to appropriate funds for payment of the agreement for future fiscal years, consultant shall be paid for work performed under the agreement with funds that are appropriated for the current fiscal year. The liability of the village to consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

3.5.2 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to consultant shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to consultant for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

3.6 Effect on Project Agreement – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 Non-Exclusive Agreement - Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed \$25,000.00 per contract. Changes, which exceed \$25,000.00, shall be approved by the village council.

SECTION 5. NO DAMAGES FOR DELAY CLAUSE

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

SECTION 6. RIGHT TO WITHHOLD

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

SECTION 7. INTEREST PAYMENTS

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

SECTION 8. SURVIVAL OF PROVISIONS

8.1 Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 9. VILLAGE'S RESPONSIBILITIES

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

SECTION 10. CODE OF ETHICS

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

SECTION 13. RECORDS/AUDITS

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

SECTION 14. NO CONTINGENT FEE

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 The consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer – employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the consultant.

SECTION 16. ASSIGNMENT; AMENDMENTS

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

SECTION 17. INDEMNIFICATION/HOLD HARMLESS

17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

SECTION 18. INSURANCE

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

- A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

18.3 All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT

19.1 **Village Representative.** It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative.** Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

20.2 In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 21. MEDIATION

21.1 Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

21.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11th judicial circuit for the State of Florida.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 23. CONSULTANT'S RESPONSIBILITIES

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

SECTION 24. SUBCONSULTANTS

24.1 None of the work or services under this agreement shall be subcontracted unless consultant obtains prior written consent from the village. Approved subcontractors shall be subject to each provision of this agreement and consultant shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

SECTION 25. NOTICES

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers: 7855 NW 12 ST, Suite 202
Doral, FL 33126

FOR CONSULTANT:

CIVIL WORKS, INC.
7855 NW 12 ST, Suite 202
Doral, FL 33126
Telephone: (305) 591-4323
Facsimile: (305) 591-4074

FOR VILLAGE:

Village of Palmetto Bay
Attention: Corrice E. Patterson, Director of Public Works
9495 SW 180TH Street
Palmetto Bay, Florida 33157
Telephone: (305) 969-5011
Facsimile: (305) 969-5091

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each project agreement.

SECTION 27. CONSENT TO JURISDICTION

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

SECTION 30. EXHIBITS

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

SECTION 31. SEVERABILITY

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, 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.

SECTION 32. COUNTERPARTS

32.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

SECTION 33. WARRANTY OF AUTHORITY

33.1 The signatories to this agreement warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

34.2 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

IN WITNESS WHEREOF, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

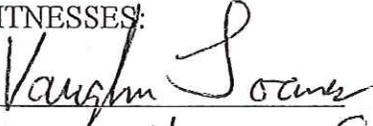
ATTEST:

CIVIL WORKS, INC.

By: 
Linda M. Bell
President

Date: 3/13/14

WITNESSES:


Print Name: VAUGHN SOARES

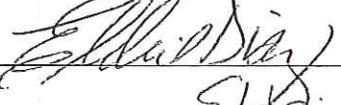

Print Name: ELIS DIAZ

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

for

Work Authorization No.

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 Suspension for Convenience. The village shall have the right at any time to direct the consultant to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated _____ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Melissa Alexander
Village Clerk

By: [Signature]
Ron E. Williams, Village Manager

Date: 4-28-14

APPROVED AS TO FORM:

[Signature]
Village Attorney

ATTEST:

CIVIL WORKS, INC.

By: [Signature]
Linda M. Bell, P.E.
President

Date: 3/13/14

WITNESSES:

[Signature]

Print Name: Vaughn Soares

[Signature]

Print Name: Eldreis Diaz

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and CIVIL WORKS, INC., 7855 N.W. 12 Street, Suite 202, Doral, Florida 33126 ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect _____, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$_____. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$_____.]

4.2 Reimbursable Expenses. The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 Lump Sum Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

Exhibit "1"

Project Description

[TO BE INSERTED]

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

B-1

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

Engineer - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

Construction Manager – Individual responsible for coordinating construction administration and onsite observations.

Construction Observation– Technical personnel responsible for observing construction projects.

Senior Draftsman/Technical/CADD Operators - CADD Operators and Designers responsible for CADD technical support and design.

Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

Data Processing/Clerical/Administrative - Staff members responsible for providing clerical and secretarial support to the organization.

EXHIBIT "C"

PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS DOCUMENT
NO. 2013-PW-100

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RESOLUTION NO. 2014-34

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF THE REMAINING FIRMS SHORT LISTED TO PROVIDE CONTINUING SERVICES IN TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, AND GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH R.J. BEHAR AND COMPANY, INC., CIVIL WORKS INC., PMM CONSULTING ENGINEERS, CORP., PISTORINO & ALAM CONSULTING ENGINEERS, INC., AMEC, BERMELLO AJAMIL & PARTNERS, INC., ILER PLANNING, INC., MC HARRY ASSOCIATES, INC., AND CALVIN, GIORDANO & ASSOC., INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Qualifications (RFQ) 2013-PW-100 was advertised in the Miami Daily Business Review on February 4, 2013 soliciting qualified firms or teams of firms to obtain Professional Services in seven service areas; and,

WHEREAS, RFQ #2013-PW-100 documented a detailed two-part screening process that consisted of proposal submission and an oral presentation; and,

WHEREAS, each proposal was individually evaluated and the five (5) highest ranking proposals in each Service Area were invited to make an oral presentation before the committee; and,

WHEREAS, as a result of the two part screening process and deliberations, at the May 6, 2013 Council meeting, the selection committee recommended and the Village Council approved the selection of the three (3) highest ranking firms in each professional service area via Resolution No. 2013-40; and,

WHEREAS, the Council expressed their desire to expand the list from three (3) to five (5) consultants at the February 3, 2014; and,

WHEREAS, the Council voted 5-0, authorizing the Village Manager to proceed with the necessary steps required to increase the pre-qualified professional engineering consultants list from three (3) to five (5) consultants at the February 3rd, 2014 Council meeting; and,

The first part of the paper discusses the general theory of the subject, and the second part discusses the special case of the subject. The general theory is based on the assumption that the subject is a function of the variables x and y , and the special case is based on the assumption that the subject is a function of the variables x and y .

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2 WHEREAS, the Department of Public Works sent letters extending an opportunity
3 to the fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 pre-
4 qualification processes; and,
5

6 WHEREAS, the fourth and fifth highest ranking firms provided letters of
7 concurrence with the Village's request to add their firms to the existing list of consultants for
8 professional engineering services; and,
9

10 WHEREAS, Village administration is recommending Village Council approval to add the
11 fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 to the current
12 list of consultants approved via Resolution No. 2013-40 for a term of two (2) years, with the
13 option to extend the contract for two (2) one-year terms; and,
14

15 WHEREAS, the eventual contracting for these services is in the best interest of Village
16 improvements and in certain instances their end products are mandated; and
17

18 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
19 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
20

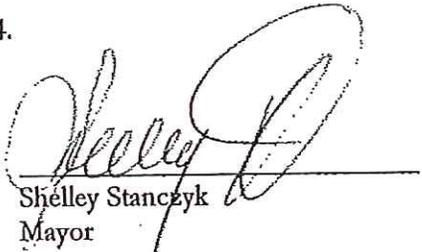
21 Section 1. The Village Manager is authorized to enter into contract negotiation
22 with the selected Consultants to provide professional engineering services.
23

24 Section 2. This Resolution shall become effective immediately.
25

26
27 **PASSED and ADOPTED** this 7th day of April 2014.
28

29
30
31 Attest:

32 
33 Meighan J. Alexander
34 Village Clerk

35
36 
37 Shelley Stanczyk
38 Mayor

39
40 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
41 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**
42

43 
44 Dexter W. Lehtinen
 Village Attorney

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
OF THE STATE OF ILLINOIS
FOR THE YEAR 1887

CHICAGO
PUBLISHED BY THE
STATE OF ILLINOIS
1888

PRINTED BY
THE UNIVERSITY OF CHICAGO PRESS
1888

CHICAGO
1888

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2 FINAL VOTE AT ADOPTION:
3
4 Council Member Patrick Fiore YES
5
6 Council Member Tim Schaffer YES
7
8 Council Member Joan Lindsay YES
9
10 Vice-Mayor John DuBois YES
11
12 Mayor Shelley Stanczyk YES
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