



TEQUESTA DRIVE BRIDGE RESTORATION PROJECT

ITB# PW11-1-2025-DC 2

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Village of Tequesta, FL

Invitation to Bid
No. ITB-PW 11-1-2025-DC 2

Tequesta Drive Bridge Restoration Construction Project

Sealed bids will only be accepted via DemandStar for the Tequesta Drive Bridge Restoration Construction Project until 2:00pm, local time, February 4, 2026, at which time all bids received will be publicly opened virtually on DemandStar and read. Bids received after the time and date specified will not be considered.

The project scope

This project consists of restoration of the Tequesta Drive bridge. The Scope of Work below gives a summary of the work to be performed. The Contractor shall refer to the drawings and specifications for additional requirements and details not stated herein.

- Provide submittals as required on drawing specifications.
- Obtain permit documents and issue bridge notice.
- Perform mobilization/demobilization.
- Set up staging areas, including: fencing and vegetation protection barriers.
- Provide Maintenance of Traffic in accordance with drawing specifications.
- Install environmental signage, erosion control devices and turbidity barriers.
- Perform water quality monitoring.
- Perform video documentation of the existing steel sheet piles before and after coating activities.
- Perform utility locates to ensure no utility conflicts.
- Maintain a set of as-built drawings to be delivered to the Village upon completion of the Project.
- Perform demolition activities and dispose of removed material in accordance with all applicable laws.
- Within the limits of work- clean and coat exposed surfaces that have an existing coating on the following: retaining walls and wing walls, pile caps, slope protection, outside face of spandrel panels, all faces of railing curbs and vehicular barriers, and outer surface of steel sheet piles.
- Remove existing sidewalk concrete header and re-cast at locations shown on plan.
- Remove the existing damaged section of spandrel. Install new concrete spandrel section and bracing hardware and cast concrete closure pour.
- Remove veneer on spandrel section adjacent to the replaced spandrel section and replace with new veneer.
- Install veneer onto new spandrel section.

- Patch steel sheet pile perforations as necessary using chemical compound and/or FRP patch.
- At longitudinal bridge joints - temporarily remove pavers, replace expansion joint and install new aluminum plate along entire length and re-install pavers to a level surface.
- Install new vinyl sheet pile wall with grout socks and closure pours between east edge of existing SSP wall and existing RCP at northeast quadrant.
- Remove vegetation from concrete slope protection weep drains and replace mesh.
- Repair spalled pile cap on corner edge of southeast wing wall.
- Remove cracked cladding from rail curb in southeast quadrant.
- Restore vegetation/sod that has been disturbed in the staging areas.

Bidding documents may be viewed and downloaded online at www.demandstar.com or on the Village of Tequesta's website at www.tequesta.org/276/BidsRPFsQuotes.

A pre-bid meeting will be held on Friday, January 9, 2026, at 10:00 am local time at the Village of Tequesta Council Chambers, located at 345 Tequesta Dr., Tequesta, FL 33469. Attendance at the pre-bid meeting is **not** required for bid qualification; however, bidders are encouraged to attend.

Bid security shall be furnished in accordance with the "Instructions to Bidders" section of the bid documents.

Any questions regarding the specifications and solicitation process must be submitted in writing to Jeff Snyder, Director, Finance Department at jsnyder@tequesta.org, copying Doug Chambers, Public Works Director, at dchambers@tequesta.org. The Village will contact the design engineer for technical questions if applicable. Questions and requests for clarification and additional information must be received before the deadline for submission of questions on Friday, January 23, 2026, at 3:00pm local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Tequesta, all solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communication between potential bidders and/or bidders on Village solicitations, the Village's professional staff, and the Village Council members.

Owner: Village of Tequesta

By: Doug Chambers

Title: Director, Public Works Department

Publication: DemandStar and Village of Tequesta website

Invitation to Bid (ITB) Schedule

Milestone / Event	Date	Notes / Description
ITB Advertised / Posted on DemandStar	Friday, December 19, 2025	Official release date of the solicitation — 10:00 AM
Pre-Bid Conference (Non-Mandatory)	Friday, January 9, 2026	Village Hall Council Chambers — 10:00 AM
Deadline for Questions / Clarifications	Friday, January 23, 2026	3:00 PM
Final Addendum Issued	Friday, January 30, 2026	3:00 PM
Bids Due / Bid Opening (via DemandStar)	Wednesday, February 4, 2026	Village Hall Council Chambers — 2:00 PM
Selection Committee Review and Ranking	Wednesday, February 11, 2026	Village Hall Conference Room — 1:00 PM

+ + END OF ADVERTISEMENT FOR BIDS + +

Instructions to Bidders

1. DEFINED TERMS

- 1.1. Terms used in this document and the bid with initial capital letters have the meaning stated in these Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- 1.2. Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition), have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsive, responsible Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENT

- 2.1. Complete sets of the Bidding Documents may be obtained from www.demandstar.com as stated in the Invitation.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must submit with his/her Bid written evidence of previous experience, references, licensing requirements, evidence of authority to conduct business in the jurisdiction where the project is located, and insurance requirements. Each Bid must contain evidence of the Bidder's qualifications by completion of the Qualification Requirements form in the Front-End Documents and Bid Proposal using projects completed by the Bidder that included work meeting the specific description stated on that form as well as evidence of Bidder's qualification to do business in the state where the project is located. Bidders who fail to meet the requirements of the Bidding Documents will not be considered for award, at Owner's sole discretion.
- 3.2. No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.3. No Bid will be accepted from, nor will any contract be awarded to any individual, firm, partnership, corporation, or association who is currently in litigation with the Owner, or who is providing testimony in current litigation against the Owner, or who has a financial interest in any litigation against the Owner.
- 3.4. Submit proof, along with Bid, of successfully completed comparable projects meeting the following criteria:
 - 3.4.1. List **three (3)** references/projects demonstrating experience, ability, and expertise in managing projects of similar size:
 - 3.4.1.1. For each project, provide Owner's Name and Contact Information.

- 3.5. Bidders are required to complete and submit with their Bid, the Qualification Requirements forms included in the Front-End Bid Documents. Owner will evaluate Bidders' experience and conduct reference checks as part of the bid evaluation process. Bidder must show that Bidder has sufficient manpower and equipment to complete the Work, that previous experience meets the bid requirements, that past projects have been completed within budget and on schedule, that past projects have been managed professionally, and construction quality and field supervision are professional and of best industry practice. Owner shall have sole opinion as to whether Bidder's requisite experience is deemed acceptable.
- 3.6. Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.7. Owner reserves the right to request additional experience, reference information, financial information and any other information necessary to perform a comprehensive evaluation of the Contractor and his/her major subcontractors.
- 3.8. Bidder shall perform a minimum of 60% of the work contemplated by this Contract with Bidder's own forces.
- 3.9. Bidder shall provide qualified full-time supervision on site at all times during the performance of Work under this contract.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS AND SITE

- 4.1. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to observe local conditions that may in any manner affect cost, progress or performance of the Work, (c) be knowledgeable of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid/Contract Documents.
- 4.2. Site is accessible to Bidder(s) by appointment to conduct such investigations and tests as each Bidder deems necessary to submit a Bid. Bidder must notify the Village to schedule a date and time for any such investigations and/or tests. Appointments for site visits shall be scheduled with **Doug Chambers** at dchambers@tequesta.org. A pre-bid meeting, including a site visit, is scheduled as documented in the Invitation to Bid.
- 4.3. 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 Requirements, Technical Specifications, or Drawings.
- 4.4. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 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.

5. DETERMINATION OF ESTIMATED QUANTITIES

- 5.1. Lump Sum Contracts: The Bidder is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume

any responsibility for any incidental information in Bid documents that may be construed as a quantity of work and/or materials.

- 5.2. Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the Bid Forms as the basis of the Bid. The Owner will also use these quantities for final payment, as limited by the provisions for the field conditions, use and measurement. The quantities shown in the plans and on the proposal form are approximate and provide only a basis for calculating the bid upon which the Owner will award the Contract. Where items are listed for payment as lump sum units, the Bidder is solely responsible for his own estimates of such quantities and of the work to be performed.
- 5.3. The Owner reserves the right to make, at any time prior to or during the progress of the work, such increases, decreases, or alterations to the estimated quantities of work to be done or materials to be furnished which materially increases or decreases the cost or time of performance. Such increases, decreases, or alterations shall not constitute a breach of contract, shall not invalidate the contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The bidder agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

6. INTERPRETATIONS

- 6.1. All questions about the meaning or intent of the Contract Documents shall be submitted to The Village of Tequesta, Public Works Department, Attn: Doug Chambers in writing by email dchambers@tequesta.org cc'ing Jeff Snyder, Director, Finance Department at jsnyder@tequesta.org.
- 6.2. Replies anticipated by Owner that will affect the scope of work, duration of work, or cost of the work or are needed to provide clarification to the bid documents will be issued by Addenda and delivered to all parties recorded by www.DemandStar.com as having received the Bidding Documents.
- 6.3. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY

- 7.1. Bid Security shall be made payable to Owner, in an amount of five percent (5%) of the Bidder's total Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraph 6 of the General Conditions.
- 7.2. The Bid Security of the Successful Bidder must be retained until such Bidder has executed the Agreement and furnished the required Contract Security; 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, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder who Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the contract" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the one hundred and twenty first day after the Bid opening.

8. COMPLETION REQUIREMENTS & TIME

8.1. Substantial Completion

8.1.1. "Substantial Completion" is defined as the stage in the progress of the work when:

- 8.1.1.1. The Work is not less than ninety-five percent (95%) complete, based on the approved Schedule of Values.
- 8.1.1.2. The Work is fully operational, safe, and able to be used by the Village for its intended purpose.
- 8.1.1.3. All major systems, structures, utilities, surfaces, and required components have been installed and made functional.
- 8.1.1.4. Only minor, non-critical items remain unfinished, all of which can be completed without delaying or interfering with the Village's beneficial use of the Project.

8.1.2. Substantial Completion Deliverables

8.1.2.1. At the time the Contractor requests Substantial Completion, the Contractor shall provide:

- 8.1.2.1.1. A written request for Substantial Completion inspection.
- 8.1.2.1.2. A draft punch list of all remaining items, including estimated cost and time to complete.
- 8.1.2.1.3. Certification that all required testing, certifications, and inspections have been successfully completed or are scheduled.
- 8.1.2.1.4. Preliminary as-built drawings, O&M manuals (where applicable), and equipment startup documentation.
- 8.1.2.1.5. All required safety features, signage, protection, and traffic/pedestrian controls.

8.1.3. Punch List Threshold

8.1.3.1. Punch list work at Substantial Completion shall:

- 8.1.3.1.1. Represent no more than five percent (5%) of the Contract value.
 - 8.1.3.1.2. Be strictly minor, non-critical items.
 - 8.1.3.1.3. Be capable of full completion within ten (10) working days following the issuance of the Certificate of Substantial Completion.
- 8.1.3.2. Time Required for Substantial Completion
- 8.1.3.2.1. The contractor shall achieve Substantial Completion within ninety (90) working days from the date of the Village's Notice to Proceed (NTP).
 - 8.1.3.2.2. Time is of the essence. Failure to meet this requirement may result in assessment of liquidated damages as provided in the Contract Documents.

8.2. Time Requirement for Substantial Completion

8.2.1. The contractor shall achieve **Substantial Completion within ninety (90) working days** from the date of the Village's Notice to Proceed (NTP).

8.2.2. Time is of the essence. Failure to meet this requirement may result in assessment of liquidated damages as provided in the Contract documents.

8.3. Final Completion

8.3.1. "Final Completion" is defined as the point at which:

- 8.3.1.1. The Work is one hundred percent (100%) complete.
- 8.3.1.2. All punch list items have been fully corrected to the satisfaction of the Village.

- 8.3.1.3. The site is fully cleaned, restored, and demobilized.
- 8.3.1.4. All close-out documents have been submitted and approved, including but not limited to:
 - 8.3.1.4.1. Final as-built.
 - 8.3.1.4.2. Warranties and guarantees.
 - 8.3.1.4.3. O&M manuals.
 - 8.3.1.4.4. Test reports and certifications.
 - 8.3.1.4.5. Release of liens and contractor/subcontractor affidavits.
 - 8.3.1.4.6. Final pay application and supporting documentation.
- 8.3.1.5. A Village Final Inspection confirms that no further corrective work is required.

8.4. Time Requirement for Final Completion

- 8.4.1. The Contractor shall achieve **Final Completion within one hundred (115) working days** from the date of the Notice to Proceed.
- 8.4.2. "Working Day" shall mean any day, exclusive of Saturdays, Sundays, and Village-recognized holidays, during which the Contractor is capable of performing at least six (6) hours of work on the critical path of the Project.

8.5. Time is of the Essence

- 8.5.1. Time is of the essence for all phases of the Work. Failure to achieve Substantial Completion or Final Completion within the timeframes specified herein may result in the assessment of liquidated damages as provided in the Contract Documents.

9. LIQUIDATED DAMAGES

- 9.1. The Village and selected Bidder recognize that the timeframe for completing all work under this contemplated contract is critical and time sensitive. The Village will suffer financial loss if the selected Bidder fails to timely complete all work. In such event, the total amount of the Village's damages, will be difficult, if not impossible, to ascertain and quantify. Should the selected Bidder fail to complete the work within the timeframe established in the ensuing contract, the Village shall be entitled to and assess liquidated damages in the amount specified in the contract and deemed acceptable by the Village for specific work by specific amount as defined in the contract documents but not as penalty, for each calendar day thereafter until all work is complete. The selected Bidder expressly waives and relinquishes any rights which it may have to seek to characterize the above noticed liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Village's actual damages at the time of contracting if the selected Bidder fails to complete the work within the required time period.
- 9.2. Should the contractor fail to achieve Substantial Completion within the Contract Time specified and as adjusted by any approved Change Orders the contractor shall be required to pay the Village liquidated damages in the amount of (\$1,000.00) per day. If the Contractor fails to achieve Final Completion within the time specified following Substantial Completion (typically 30 days if not otherwise specified within contract document) the Contractor shall pay the Village liquidated damages in the amount of (\$500.00) per day.

- 9.3. For the Bridge restoration project, the liquidated damages amounts are based upon anticipated additional costs to the Village, including but not limited to:
 - A. Extended administrative burden on Village staff.
 - B. Additional Engineering and inspection services.
 - C. Impacts to traffic and public safety.
 - D. Delayed reopening of critical public infrastructure.
 - E. Reduced operational efficiency and increased public inconvenience.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

- 10.1. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the 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 Article 7 of the General Conditions which may be supplemented in the General Requirements.

11. SUBCONTRACTORS, ETC.

- 11.1. If the Front End Documents or the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner with the Bid or in advance of the Notice of Intent to Award or Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall provide such evidence with the Bid, or shall submit to Owner upon request a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person, or organization Owner may before giving the Notice of Intent to Award or Notice of 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, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Intent to Award or Notice of Award will be deemed acceptable to Owner.
- 11.2. 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 or Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award or Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 11.3. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

- 11.4. Contractor must identify all major sub-contractors (performing more than 2% of the Work of the Contract) to be used for the work of this contract in the appropriate space provided on the Bid Forms and also provide experience as required in the Qualification Requirements of the Bid Proposal Section for each major subcontractor.
- 11.5. Qualifications of major subcontractors will be considered in Owner's evaluation of bids. If in Owner's sole opinion Owner determines that a subcontractor(s) is not qualified based on previous experience, reference checks, or other bid qualification requirements Owner may require Bidder to replace the subcontractor(s) with a subcontractor(s) who meets these bid requirements. Replacement of major subcontractors (performing more than 2% of the Work of the Contract) will occur before the Contract is awarded and will be at no additional cost to the Owner.
- 11.6. Major subcontractors required to be identified on the Bid Forms or approved replacement subcontractors, before Contract award, shall perform the Work intended. Substitute subcontractors shall not be considered after the Project is awarded except in dire circumstances and as agreed upon in writing by the Owner, and at no additional cost to Owner.

12. PRICES BID

- 12.1. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extension (Value) or totals, the written unit amounts shall govern.
- 12.2. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.3. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 12.4. Chain discounts are not acceptable and will not be considered in determining an award. Firm prices are to be quoted for the term of the Contract.
- 12.5. Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of one hundred and twenty (120) calendar days from the date of Bid opening unless otherwise stated by the Owner.
- 12.6. The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
- 12.7. For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

12.8. Should Bidder feel that the cost for any portion of the work has not been established by the Bid Items or Section 01150 of the Technical Specifications, Bidder shall notify Owner prior to submitting a Bid. If such notice is not provided by Bidder to Owner at least five business days prior to the date Bids are due, Owner will expect that the submitted Bid includes all costs required to complete the Work in its entirety.

13. BID FORMS

- 13.1. Bid Forms must be completed in ink or typed. The Unit Price and Extended Value of each Item on the form must be provided in numerals. Bidder must bid on all Bid Items, including all Base Bid and all Additive Alternate Bid Items, on the Bid forms (Bid Schedule of Values). All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Words must be provided where indicated. Incomplete bid forms will be considered non-responsive.
- 13.2. 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.
- 13.3. 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.
- 13.4. All names must be typed or legibly printed below the signature.
- 13.5. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Forms).
- 13.6. The email address and US Postal address to which communications regarding the Bid are to be directed must be shown.
- 13.7. If the Bid forms contain alternate(s), Bidder must bid on all alternate(s).

14. SUBMISSION OF BIDS

- 14.1. Bids will be received by the Village of Tequesta via DemandStar. All bid responses must be submitted electronically following the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified. All bid responses must be submitted on the provided Invitation for Bid "Bid Proposal" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink and must be signed in ink by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID. Time is of the essence and any bid received after the time specified will be rejected by the Village.

14.2. Bid forms: The following documents are required to be included in bid responses and made a condition of this Bid:

1. Bid Proposal
2. Bid Schedule of Values
3. List of Subcontractors and Suppliers
4. Qualification Requirements and proof of previous experience
5. Acknowledgement of Addenda
6. Contractor Safety Qualification Form
7. E-Verify Affidavit
8. Drug-Free Workplace Certificate
9. Village Clerk's ADA Compliance Statement Form
10. Sworn Statement on Public Entity Crimes
11. Trench Safety
12. Bid Bond

15. OPENING OF BIDS

15.1. Bids will be opened publicly.

15.2. 15.2 When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be posted on Demandstar.com and made available after the opening of Bids.

16. BIDS TO REMAIN OPEN

16.1. All Bid pricing and term shall remain open for one hundred and twenty (120) calendar days after the day of the Bid opening, but Owner may, in his sole discretion, close any Bid prior to that date.

17. SELECTION COMMITTEE & EVALUATION METHOD

17.1 The Village of Tequesta shall establish a Selection Committee to review all bids received in response to this Invitation to Bid. The Committee's role is to verify responsiveness, responsibility, and compliance with all requirements of this solicitation and to recommend award to the lowest responsive, responsible bidder. The Selection Committee shall not assign weighted scores or subjective rankings. Instead, the Committee will determine for each bid whether it is Responsive, Responsible, and Technically Compliant with this solicitation as outlined below.

17.2 EVALUATION CHART

CRITERION	DEFINITION/STANDARD	EVALUATION METHOD	RESULT
Responsiveness	Bid received by the stated deadline, properly signed, and includes all required forms, bonds, and certifications.	Review of submitted documents against required checklist.	Responsive/Not Responsive
Responsibility	Bidder demonstrates capability, financial stability, valid licensing, insurance, and satisfactory performance record.	Staff verification and reference checks.	Responsible/Not Responsible
Technical Compliance	Bid meets or exceeds all material requirements of the specifications, drawings, and scope of work.	Department and technical review.	Compliant/Not Compliant
Price	Lowest total bid meeting all required conditions.	Bid tabulation prepared by department.	Ranked 1,2,3, etc.
Exceptions/Deviations	Any clarifications, substitutions, or exceptions noted in the bid.	Reviewed for acceptability and impact.	Acceptable/Not Acceptable

17.3 Committee Recommendation. Following review the Committee shall:

1. Determine the apparent low bidder.
2. Confirm responsiveness, responsibility, and technical compliance.
3. Prepare a written recommendation for award summarizing findings and rationale.
4. Forward the recommendation to the Village Manager/Village Council.

18. AWARD OF CONTRACT

- 18.1. Owner reserves the right to reject any, and all Bids, to waive any, and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.

- 18.2. In evaluating Bids, the Owner shall consider the qualifications of the Bidders and whether the Bids comply with the prescribed requirements, alternates, and unit processes of the Bid Documents.
- 18.3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions and Bid Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 18.4. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 18.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 18.6. If the contract is to be awarded, it will be awarded to the lowest, responsive, responsible Bidder, based on the lowest Total Base Bid Price, or the lowest Total Base Bid Price including any combination of Alternate Bid Item(s) evaluated by the Owner to be in the best interest of the Owner. All Bid pricing shall be submitted on the Bid Proposal Form (Bid Schedule of Values) included in the Front-End Bid Documents. Owner may, at Owner's sole discretion, award the contract based on the lowest Total Base Bid Price with the option to add any combination or all of the Alternate Bid Items to the contract by Change Order during the course of the contract.
- 18.7. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award and begin contract negotiations within one hundred and twenty (120) days after the day of the Bid opening.
- 18.8. More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case, the Owner may deem those Bidders to be a non-responsible or non-qualified Bidder.
- 18.9. Bidder understands and agrees that the agreement provided herein is subject to change and the removal or addition of updated provisions.
- 18.10. It is the intention of the Village to award the resulting contract to the lowest responsive and responsible Bidder per section 17 of this ITB. The Village and successful Bidder will be contractually bound only if and when a written contract between the parties is executed by the Village, In the event a contract is not executed with the selected Bidder, the Village reserves the right to select the next lowest, responsive and responsible Bidder based on the bid tabulation and to contract with said Bidder.

18.11. The Village is not obligated to accept the lowest bid and is not responsible for bid preparation costs. The Village reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which is deemed to be in the best interest of the Village.

19. INSURANCE AND BONDS

19.1. The contractor shall provide proof of workman's compensation insurance and liability insurance in the amounts specified herein and shall name the Village as an "additional insured" on the liability portion of the insurance policy.

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

20. SIGNING OF AGREEMENT

20.1. When Owner gives a Notice of Award or a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least two counter parts of the Agreement to Owner with all other Contract Documents attached. Within sixty (60) days of Notice of Award, Owner will deliver all fully signed counterparts to Contractor.

21. PERMITS

21.1. Contractor is responsible to obtain all permits required by local, State, and Federal regulations as necessary to complete the Work of the Contract, unless otherwise noted. The Contractor is responsible to perform the Work in accordance with all permit conditions whether Contractor holds the permit or Owner/Village holds the permit.

21.2. Contractor is responsible to obtain Lockout Tagout permits, as may be required, to perform work. Permits are obtained from the Village of Tequesta Electrician.

21.3. Water for construction purposes can be made available to Contractor by Owner if requested and agreed upon. Contractor will be responsible to provide labor, materials, and equipment as may be necessary to convey the water as needed for contractor's use, including backflow

prevention as may be necessary. Contractor shall coordinate the location for water supply with Owner.

22. TAXES

- 22.1. The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

23. CONTRACT DOCUMENTS

- 23.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 23.2. The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made, on the basis of this statement.
- 23.3. If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Owner in writing, and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Owner. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 23.4. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installations shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

23.5. Plans and specifications will be provided free of charge to the successful bidder upon contract award. These plans and specifications will include one original executed contract, one set of full-size plans, one set of 11"x17" plans, and electronic copies as requested. Additional hard copies of plans and specifications may be provided with the cost charged to the successful bidder at the Village's cost to print and reproduce them. Owner will not provide anything but complete plan sets, no individual plan sheets or specification sheets will be made.

24. EQUAL OPPORTUNITY

24.1. The Village of Tequesta recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating, on the basis of race, color, creed, national origin, handicap, age or sex.

25. OCCUPATIONAL HEALTH & SAFETY

25.1. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered, as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

25.1.1. The chemical name and the common name of the toxic substance.

25.1.2. The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

25.1.3. The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

25.1.4. The emergency procedure for spills, fire, disposal and first aid.

25.1.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

25.1.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25.2. Bidders are required to complete and submit with their bids the Contractor Safety Qualifications Form included in the Front-End Documents.

25.3. Contractor of Award and sub-contractors will be required to perform the Work of the Contract in accordance with the Environmental Protection Agency Risk Management Program (40 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119 (h)).

26. AUDIT RIGHTS

- 26.1. The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any, and all times during normal business hours during the term of the Contract.
- 26.2. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

27. CONFLICT OF INTEREST

- 27.1. The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

28. SPECIAL LEGAL REQUIREMENTS

28.1. PUBLIC RECORDS

- 28.1.1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 28.1.2. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 28.1.3. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 28.1.4. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

28.1.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-768-0443, LMCWILLIAMS@TEQUESTA.ORG, OR 345 TEQUESTA DRIVE, TEQUESTA, FL 33469.

28.2. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

28.2.1. The Village of Tequesta encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

28.3. CONE OF SILENCE, Sec. 2-355. Cone of Silence

28.3.1. Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

28.3.1.1. Any person or person's representative seeking an award from such competitive solicitation; and

28.3.1.2. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

28.3.2. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

28.3.3. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

28.3.4. The provisions of this article shall not apply to oral communications at any public proceedings, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence

at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

28.3.5. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or Village ordinance as applicable.

28.3.6. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

28.3.7. Any contract that violates the cone of silence provisions in this section shall render the transaction voidable.

29. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

29.1 Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors and subcontractors performing Work, providing supplies, or providing services under this Contract.

29.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

29.3 Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

29.4 The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

29.5 Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

29.6 Subcontractors

29.6.1 Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

29.6.2 Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. (Refer to Bid Proposal forms in the Front Ends).

29.6.3 Contractor shall provide a copy of all subcontractor affidavits to the Village upon receipt and shall maintain a copy for the duration of the Agreement.

29.7 Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

29.8 Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the Village. Contractor shall be liable for all costs incurred by the Village to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

30. WARRANTY TERMS

30.1 Warranty Scope

30.1.1 The Contractor warrants that all labor, materials, equipment, workmanship, and components furnished under this Contract for the Tequesta Drive Bridge Restoration Project shall be free from defects and shall conform fully to the Contract Documents. This warranty is in addition to and not in lieu of any legal remedies available to the Village of Tequesta.

30.2 Standard Warranty Period

30.2.1 The Contractor shall provide a minimum two (2) year warranty beginning on the date of Final Completion.

This includes but is not limited to:

- (1) Concrete spall repairs
- (2) Concrete crack repair (epoxy injection and route & seal)
- (3) Spandrel panel repairs
- (4) Spandrel panel rock veneer installation
- (5) Expansion joint systems
- (6) Sheet pile repairs
- (7) Vinyl sheet pile installation
- (8) Structural steel components
- (9) Clean and coat systems (concrete and steel)
- (10) Weep drain maintenance
- (11) Srod restoration
- (12) All incidental or related work

30.2.2 Extended Warranty

30.2.2.1 The following components shall carry extended warranties:

- A. Coating Systems – Concrete and Steel
 - Minimum five (5) year manufacturer warranty against peeling, blistering, fading, delamination, or premature failure.
- B. Expansion Joints
 - Minimum 3-year warranty against bond failure, leakage, or deterioration.
- C. Vinyl Sheet Pile System
 - Minimum 25-year manufacturer warranty against rot, UV degradation, and corrosion.
- D. Structural Steel
 - Minimum 5-year warranty against corrosion, weld failure, or material defects.

30.3 Contractor Warranty Obligations

30.3.1 During the warranty period the Contractor shall:

- A. Respond to all warranty claims within 48 hours.
- B. Perform all repairs at no cost to the Village including labor, materials, equipment, mobilization, MOT, and permitting.
- C. Restore all surfaces and areas affected by repairs.
- D. Replace or repair all defective materials or workmanship.
- E. Correct latent defects discovered during the warranty period.
- F. Provide replacement materials of equal or superior quality.

30.4 Covered Failures

30.4.1 Warranty coverage shall include failures due to:

- A. Improper Installation.
- B. Material Defects.
- C. Corrosion or deterioration not consistent with normal aging.
- D. Joint leakage or separation.
- E. Coating failures.
- F. Cracking, separation, or movement not due to design loading.
- G. Improper mixing or preparation.
- H. Substandard workmanship.

30.5 Exclusions

30.5.1 The warranty shall not cover:

- A. Damage caused by acts of God.
- B. Vehicular impact damage.
- C. Vandalism.
- D. Unauthorized modifications.
- E. Routine wear on components not intended to have extended service life.

30.6 Required Submittals Prior to Final Payment

30.6.1 The following documentation must be provided prior to final payment:

- A. Signed contractor warranty certificate.
- B. All manufacturer warranty certificates.
- C. Maintenance requirements and O&M manuals.
- D. Contact information for warranty service.

30.7 Acceptance of Warranty

30.7.1 Warranty acceptance occurs only after:

- A. Completion of all punch list items.
- B. Receipt of all required documents.
- C. Final completion approval.
- D. Written acceptance by the Village of Tequesta.

31. Hurricane Awareness Plan

31.1.1. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of the Contract.

31.1.2. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.

31.1.3. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to carefully protect the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the Contractor.

31.1.4. The Contractor may be required to backfill excavation depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection may also be required by the Owner depending on the site conditions at the time of the Hurricane Watch.

32. Project Submittals

32.1. Work Included

32.1.1. Contractor shall submit to the Engineer shop drawings, project data, and samples required by specification sections.

32.2. Schedules

32.2.1. Contractor shall prepare and submit a construction schedule and project sequencing.

32.3. Products

32.3.1. Shop Drawings

32.3.1.1. Original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate portions of the Work; showing layout, and setting details including, but not limited to painting/coating infrastructure.

- 32.3.1.2. Prepare submittals by a qualified detailer.
- 32.3.1.3. Identify submittals by reference to project location and number shown on contract documents.

32.4. Product Data

- 32.4.1. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 32.4.1.1. Clearly mark each copy to identify pertinent materials, products or models.
 - 32.4.1.2. Show performance characteristics and capacities.

32.5. Pay Requests

- 32.5.1. Pay Requests shall be made in accordance with the requirements of the Agreement between Owner and Contractor.
- 32.5.2. Amount of Retainage shall be 10% unless otherwise stated in the Agreement between Owner and Contractor within contract docs.

32.6. Submission Requirements

- 32.6.1. Schedule submissions at least 14 days before dates reviewed submittals will be needed.
- 32.6.2. Submit number of copies of Shop Drawings, Project Datum and Samples which Contractor requires for distribution plus 4 copies which will be retained by Engineer.
- 32.6.3. Accompany submittals with transmittal letter, in duplicate, containing:
 - 32.6.3.1. Date.
 - 32.6.3.2. Project title and number.
 - 32.6.3.3. Contractor's name and address.
 - 32.6.3.4. Notification of deviations from Contract Documents.
 - 32.6.3.5. Other pertinent data.
- 32.6.4. All submittals must include:
 - 32.6.4.1. Date of submittal and revision dates.
 - 32.6.4.2. Project title and number.
 - 32.6.4.3. The names of:
 - 32.6.4.3.1. Engineer
 - 32.6.4.3.2. Contractor
 - 32.6.4.3.3. Subcontractor
 - 32.6.4.3.4. Supplier
 - 32.6.4.3.5. Manufacturer
 - 32.6.4.4. Identification of product or material.
 - 32.6.4.5. Relation to adjacent structure or materials.
 - 32.6.4.6. Field dimensions clearly identified as such.
 - 32.6.4.7. Identification of deviation from Contract Documents.

32.6.4.8. Contractor stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

32.7. Re-submission Requirements

32.7.1. Shop Drawings:

32.7.1.1. Revise initial drawings as required and resubmit as specified for initial submittal.

32.7.1.2. Indicate on drawings any changes which have been made other than those requested by Engineer.

32.7.2. Product Data and Samples

32.7.2.1. Submit new datum and samples as required for initial submittal.

32.8. Distributions of Submittals After Review

32.8.1. Distribute copies of Shop Drawings, approved product information, and Project Datum which carry Engineer's stamp, to:

32.8.1.1. Contractor's file.

32.8.1.2. Job site file.

32.8.1.3. Other prime contractors.

32.8.1.4. Subcontractors.

32.8.1.5. Supplier

32.8.1.6. Fabricator

32.8.2. Distribute samples as directed.

33. Measurement and Payment

33.1. The following Measurement and Payment descriptions define the basis of payment for each item listed in the Bid Form. Omission of a specific item shall not relieve the Contractor from providing a complete and fully functional project in accordance with the Contract Documents.

33.2. Prices submitted in the Bid Form shall constitute full compensation for furnishing all labor, materials, equipment, tools, transportation, disposal, incidentals, and appurtenant work required to complete the construction as shown on the Drawings and specified herein.

33.3. The Owner reserves the right to increase or decrease estimated quantities of any item as necessary, in accordance with the Contract.

33.4. Payment will be made only for work actually performed, completed, and accepted by the Owner.

33.5. Informational Submittals

33.5.1. Application for Payment.

33.5.2. Final Application for Payment.

33.6. Measurement and Payment Requirements

33.6.1. The following Measurement and Payment Requirements replace all references to the Schedule of Values and shall govern all progress payment reviews:

33.6.1.1. **Field-Based Measurement:** All quantities and percent-completion assessments shall be field -verified jointly by the Village of Tequesta Project Manager and the Contractor's Project Manager.

- 33.6.1.2. **Percentage -of-Completion Basis:** Payment for each bid item shall be based on the actual percentage of work completed in the field. Percentages must align directly with each individual line item included in the Bid Form.
- 33.6.1.3. **Engineer of Record Verification:** Prior to payment processing, the Engineer of Record (EOR) shall independently verify and sign off on the percentage complete for each bid item.
- 33.6.1.4. **Payment Processing:** The Village will process payment only after receiving:
 - 33.6.1.4.1. Verified field measurements.
 - 33.6.1.4.2. A detailed pay request reflecting percentage completion for each bid item.
 - 33.6.1.4.3. Signed EOR approval.
- 33.6.1.5. **Eligibility**
 - 33.6.1.5.1. Payment will be made only for completed, inspected, and accepted work. Material-on-site payments require prior written approval from the Village.

33.7. Payment

- 33.7.1. Payment will be made only for completed, inspected, and accepted work. Partial payments shall follow the Measurement and Payment Requirements defined herein. No separate payment will be made for incidental work unless listed as a bid item.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Bidding Company Name: _____

Village of Tequesta **DEPARTMENT**
345 Tequesta Drive
Tequesta, FL 33469

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents 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, to wit:

Scope of Work provided in the Bid Documents.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the proposed Agreement/Contract and provide required insurance within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the Contract Times specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Contract Durations for Name of Project Scope:

Substantial Completion: 90 working days from Notice to Proceed

Final Completion: 115 working days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor obtaining permits, complete shop drawing submittal, and all other work required to complete the Work in full.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ **(insert number)** Addenda for this project.

The undersigned agrees to provide release of liens for all subcontractors and suppliers during the course of the contract with each payment application.

The undersigned acknowledges that payments made by the Village of Tequesta will be made via check and vendor will provide the Village of Tequesta with the information required to make the CONTRACTOR a vendor in the Village of Tequesta system.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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Proposal (Continued)

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE

FIRM NAME

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL

BUSINESS ADDRESS

BUSINESS TELEPHONE

STATE OF INCORPORATION

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Bid Schedule of Values

Name of Project

BIDDING COMPANY NAME: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
SCHEDULE A: COMMON ITEMS					
1a.	Mobilization/Demobilization (Not to exceed 5% of bid items (4-17))	LS	1	\$ _____	\$ _____
1b.	Project Bonds & Insurance	LS	1	\$ _____	\$ _____
1c.	General Conditions (Not to exceed 10% of bid items (4-19))	LS	1	\$ _____	\$ _____
2.	Maintenance of Traffic	LS	1	\$ _____	\$ _____
3.	Prevention, Control, And Abatement Of Erosion And Water Pollution	LS	1	\$ _____	\$ _____
TOTAL SCHEDULE A: (ITEMS 1-3) =					\$ _____
SCHEDULE B: REPAIRS					
4.	Clean and Coat (Concrete)	LS	1	\$ _____	\$ _____
5.	Concrete Spall Repair	CF	7	\$ _____	\$ _____
6.	Expansion Joint	LF	348	\$ _____	\$ _____
7.	Clean and Coat (Steel Sheet Pile Wall)	SF	1200	\$ _____	\$ _____
80.	Remove and Replace SSP C Channel Pile Cap	LF	160	\$ _____	\$ _____
9.	Spandrel Panel Repair	LS	1	\$ _____	\$ _____
10.	Spandrel Panel Rock Veneer	EA	2	\$ _____	\$ _____
11.	Weep Drain Maintenance	EA	12	\$ _____	\$ _____

12.	Vinyl Sheet Pile	LS	1	\$ _____	\$ _____
13.	Sod Restoration	SF	6700	\$ _____	\$ _____
14.	Contingency: Concrete Crack Repair (Epoxy Injection)	LF	100	\$ _____	\$ _____
15.	Contingency: Concrete Crack Repair (Route & Seal)	LF	100	\$ _____	\$ _____
16.	Contingency: Steel Sheet Pile Patch Repair	EA	10	\$ _____	\$ _____
17.	Allowance: Concrete Restoration (Beneath Cladding)	CF	10	\$ _____	\$ _____

TOTAL SCHEDULE B: (ITEMS 4-17) = \$ _____

TOTAL BID PRICE: (SCHEDULES A, B) (ITEMS 1-17) = \$ _____

TOTAL BID PRICE (SCHEDULES A, B) (ITEMS 1-17) IN WORDS: _____

OWNER SIGNATURE _____

PRINT _____

DATE _____

Qualification Requirements

(Complete these pages entirety and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

B. State the numbers of years your organization has been doing business in the State of Florida:

1. We typically perform _____% of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

2. Has Bidder ever failed to complete awarded work? _____
If so, state where, when and why:

3. State the location of the office from which this contract will be managed.

Qualification Requirements (Continued)

4. State the number of employees available to complete the work contemplated by this contract.

5. Provide the name, experience and resume of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

6. Provide name, experience and resume of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

7. List equipment owned by Contractor to be utilized in completion of the Work identified for this contract. (Bidder certifies that all listed equipment meets requirements set forth in *instructions to bidders, section 3*) (Attach additional pages as necessary).

8. List equipment to be rented by Contractor to complete the Work of this contract. (Attach additional pages as necessary).

Qualification Requirements (Continued)

9. Bidder shall include with their Bid a proposed schedule for completing the Work. The schedule shall identify tasks for the progression of work and be based on number of days from an assumed mobilization date. This schedule should, at a minimum, include all major milestones as listed in *Agreement (Contract) Between Owner and Contractor*.

10. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least three (3) projects completed over the past fifteen (15) years.

NOTE: Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT:

SCOPE OF WORK: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

PRIME CONTRACTOR SUBCONTRACTOR

YEAR OF PROJECT: _____

CONTRACT VALUE: _____ TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT: _____

OWNER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ENGINEERING FIRM (DURING CONSTRUCTION): _____

ENGINEER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

As Bidder, we certify the following:

(2) NAME & LOCATION OF PROJECT: _____

SCOPE OF WORK: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

PRIME CONTRACTOR SUBCONTRACTOR

YEAR OF PROJECT: _____

CONTRACT VALUE: _____ TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT: _____

OWNER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ENGINEERING FIRM (DURING CONSTRUCTION): _____

ENGINEER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

As Bidder, we certify the following:

(3) NAME & LOCATION OF PROJECT: _____

SCOPE OF WORK: _____

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS:

PRIME CONTRACTOR SUBCONTRACTOR

YEAR OF PROJECT: _____

CONTRACT VALUE: _____ TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT: _____

OWNER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ENGINEERING FIRM (DURING CONSTRUCTION): _____

ENGINEER CONTACT:

NAME: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

11. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

12. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: _____

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

13. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: _____

OWNER: _____

TYPE OF LITIGATION: _____

REASON FOR LITIGATION: _____

14. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

Qualification Requirements (Continued)

15. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities.

(Attach additional pages as necessary)

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF __, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

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Contractor Safety Qualifications/Requirements

1. APPLICABILITY

- 1.1 Any contractors performing maintenance, repair, turnaround, major renovations, or specialty work is subject to the contractor safety requirements of the Environmental Protection Agency Risk Management Program (40 CRF 68.87) and the Occupational Safety and Health Administration's Process Safety Management Program (29 CRF 1910.119(h)).
- 1.2 **CONTRACTOR SHALL SUBMIT A COMPLETED COPY OF THE ATTACHED "CONTRACTOR SAFETY QUALIFICATION FORM" WITH THEIR BID. FAILURE TO INCLUDE THIS FORM WITH THE BID IS GROUNDS FOR DISQUALIFICATION.**

2. CONTRACTOR RESPONSIBILITY

- 2.1 Assure that each of the contractor's employee's is trained in the work practices to safely perform his/her job, and to document that each employee understood the training. This documentation will include the name of employee, date of the training, and means used to verify that the employee understood the training.
- 2.2 Assure that each of the contractor's employees are instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency response plan.
- 2.3 Assure that Contractor's employees and subcontractor's/laborers follow the facility's safety rules including safe work practices such as lockout/tagout, equipment/line opening, confined space safety, and hot work permit.
- 2.4 Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.
- 2.5 Obtain and evaluate information pertaining to subcontractor's safety programs.
- 2.6 Assure that subcontractor's and laborers are trained in their work practice to safety perform their jobs.
- 2.7 Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

3. CONTRACTOR SUBMITTALS

- 3.1 Records Maintenance
 - 3.1.1 The Contractor shall maintain a record of those employees who successfully completed safety training. These records must include the following information:
 - 3.1.1.1 Name of the employee
 - 3.1.1.2 Contents of training
 - 3.1.1.3 Date of training
 - 3.1.1.4 Means used to verify that the employee understood the training
- 3.2 Additional Responsibilities

- 3.2.1 Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
- 3.2.2 Contractor must immediately inform the Owner of any injuries resulting from any work at the facility.

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Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION																				
Company Name:																				
Address 1:																				
Address 2:																				
City, State, Zip:																				
Telephone No.:																				
Fax No.:																				
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS																				
Company Name:																				
Address:																				
City, State, Zip:																				
Relationship:																				
Company Name:																				
Address:																				
City, State, Zip:																				
Relationship:																				
SECTION 3: INSURANCE COVERAGE																				
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following: <ul style="list-style-type: none"> - General Business Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance 																				
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?																				
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:																				
<table border="1"> <thead> <tr> <th>Year</th> <th>Intrastate EMR</th> <th>Interstate EMR</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Intrastate EMR	Interstate EMR	Comments																
Year	Intrastate EMR	Interstate EMR	Comments																	

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Telephone No.: _____

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: _____		Year: _____		Year: _____	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Fatalities						

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS
5.1 Do you require that <i>documented</i> safety meetings be held for: - Field Supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No Frequency: _____ - Employees? <input type="checkbox"/> Yes <input type="checkbox"/> No Frequency: _____ - New Hires? <input type="checkbox"/> Yes <input type="checkbox"/> No Frequency: _____ - Subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No Frequency: _____
SECTION 6: SAFETY AUDITS
6.1 Will a representative of your company audit safety practices on this job? <input type="checkbox"/> Yes <input type="checkbox"/> No Name: _____ Title: _____ How frequently will the representative visit the project site? _____
SECTION 7: HEALTH AND SAFETY PROGRAM
7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement). _____ _____ _____ _____ _____ _____
7.2 Please give the name and telephone number of your company's health and safety officer, if any: Name: _____ Title: _____ Telephone No.: _____
SECTION 8: HEALTH AND SAFETY CITATIONS
8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.
SECTION 9: SIGNATURE OF COMPANY OFFICER
I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete. Name (print): _____ Title: _____ Signature: _____ Date: _____

E-Verify Affidavit

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Tequesta.

The contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Tequesta upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Drug Free Workplace Certificate

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that

(Print or Type Name of Firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace; the firm’s policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on or requires 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. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

“As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Personally known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

Village Clerk's ADA Compliance Statement Form

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at the Web Content Accessibility Guidelines page.

Required Confirmation:

I, _____ (Print or Type Name of Firm), have read the above compliancy statement and confirm the agreement, bid documents and specifications, including files, images, graphics, text, audio, video, and multimedia, contained within this bid packet are accessible to individuals with disabilities and conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0.

Representative Signature

Date

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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, 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 relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any 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 public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

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

(signature)
Sworn to and subscribed before me this _____ day of _____, _____
Personally known _____
OR Produced identification _____ Notary Public – State of _____
My commission expires _____

(Printed typed or stamped commissioned name notary public)

Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST (\$)	COST (\$)
---	------------------------------	--------------------	-------------------	-----------

A. _____

B. _____

C. _____

D. _____

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

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Bid Bond

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

Bidder	Surety
Name: _____	Name: _____
Phone: _____	Phone: _____
Address (principal place of business): _____	Address (principal place of business): _____
Owner	Bid
Name: Village of Tequesta Utilities Department	Project (name and location): _____
Phone: 561-746-5134	PROJECT NAME
Address (principal place of business): 345 Tequesta Drive	Project Location
Tequesta, FL 33469	
	Bid Due Date: _____
Bond	
Penal Sum: 5% of Total Bid Amount	Date of Bond: _____
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Village of Tequesta, and as having an Agent resident therein.</p>	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

Bid Bond (Continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**BIDDERS STATEMENT OF DISPUTES, LITIGATION, ARBITRATION AND SURETY COMPLETION FOR LAST
THREE (3) YEARS**

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>AREA DISPUTED</u>	<u>STATUS</u>

Documents to be Executed by Village



Notice of Intent to Award

DATE

Contact name, Position
Company name
address

PROJECT: Project name

Dear (Contact name),

This is to advise that on **[INSERT DATE]**, a recommendation for award of the above referenced Contract will be made to the Tequesta Village Council as a result of your bid in the amount of **[INSERT VALUE]** submitted to the Village of Tequesta (Owner) on **[INSERT DATE]**.

Two (2) sets of the Project Manual for this project are enclosed. Each set contains an unexecuted agreement. Please sign both sets of the Agreement and include the following additional documentation necessary for execution of the Agreement/Contract. All documents within the agreement should be **left undated**; the Village will date documents upon execution. After signing each agreement, return both sets with supporting documentation to our office for final signatures. Provide two current Certificates of Insurance naming the Village of Tequesta as an additional insured per the requirements of the contract.

Please return both signed Project Manuals with supporting documentation to Jennifer Todd, Office Manager, at 345 Tequesta Drive, Tequesta, FL 33469 for Village signatures.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with insurance and any other additional documentation is not executed and delivered to the Owner within fifteen (15) consecutive calendar days from **[INSERT DATE]**.

One fully executed original and one copy of the executed Agreement/Contract will be provided to you along with Conformed Construction Documents on or before the Pre-Work meeting.

Sincerely,
VILLAGE OF TEQUESTA

PROJECT MANAGER
Village of Tequesta
POSITION, Department



Notice of Award

DATE

Contact name, Position
Company name
address

PROJECT: Project name

Dear (Contact name),

This is to advise you that on **[INSERT DATE]**, the Tequesta Village Council approved award of a construction contract to your firm, for the above referenced project as a result of your bid on **[INSERT DATE]**, in the amount of **[INSERT VALUE]**.

One fully executed original and one copy of the executed Agreement/Contract will be provided to you along with Conformed Construction Documents on or before the date of the Pre-Work meeting. A Notice to Proceed will be issued for commencement of the Contract Time.

We look forward to working with you on this project.

Sincerely,
VILLAGE OF TEQUESTA

PROJECT MANAGER
Village of Tequesta
POSITION, Department

Payment Bond

Contractor	Surety
Name: Phone: Address (<i>principal place of business</i>):	Name: Phone: Address (<i>principal place of business</i>):
Owner	Contract
Name: Village of Tequesta Phone: 561-768-0497 Mailing address (<i>principal place of business</i>): Utilities Department 345 Tequesta Drive Tequesta, FL 33469	Description (<i>name and location</i>): PROJECT NAME, PROJECT LOCATION Contract Price: \$ _____ Effective Date of Contract: _____
Bond Number: _____	
Bond Amount: _____	
Date of Bond: _____	
<i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>	
Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 19	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent,	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

Payment Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

Payment Bond (Continued)

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.
16. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Payment Bond (Continued)

17. Definitions

- 17.1 *Claim*—A written statement by the Claimant including at a minimum:
 - 17.1.1 The name of the Claimant;
 - 17.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;
 - 17.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 17.1.4 A brief description of the labor, materials, or equipment furnished;
 - 17.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 17.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 17.1.7 The total amount of previous payments received by the Claimant; and
 - 17.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 17.2 *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 17.3 *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 17.4 *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 17.5 *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
19. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 15 and renumbering of the paragraphs thereafter.

Performance Bond

<p>Contractor</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Village of Tequesta</p> <p>Phone: 561-768-0497</p> <p>Mailing address (<i>principal place of business</i>): Utilities Department 345 Tequesta Drive Tequesta, FL 33469</p>	<p>Contract</p> <p>Description (<i>name and location</i>): PROJECT NAME, PROJECT LOCATION</p> <p>Contract Price: \$ _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond Number: _____</p>	
<p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 17</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p><i>(Full formal name of Contractor)</i></p>	<p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

Performance Bond (Continued)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

Performance Bond (Continued)

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice

from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended, which statute supersedes this bond to the extent of any conflict, and to the extent the Public Construction Bond coverage provided in such statute may be broader than this bond. suppliers for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection.

Performance Bond (Continued)

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall, within 45 days after beginning to furnish labor, materials, or the Contractor with a notice that he intends to look to the bond for protection. A

claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

15. Definitions

1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
2. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 3. Modifications to this Bond are as follows: Request for assigned bond number and for phone numbers of each party listed on the bond (Contractor, Surety, and Owner). Addition of Paragraph 14 and renumbering of the paragraphs thereafter.

Opinion of Village Attorney

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Keith Davis, Esquire
Attorney for Village of Tequesta

This the ____ day of _____, 20____.



Sample Notice to Proceed (NTP)

DATE

Contact name, title
Company
Address

PROJECT: Project Name

Dear (Contact),

One fully executed copy of your Contract is enclosed. The commencement date is _____.
The following completion dates apply:

Substantial Completion: _____ 90 working days from Notice to Proceed)

Final Completion: _____ (115working days from Notice to Proceed)

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Village of Tequesta Utilities will monitor the progress of the work and conformance with the Contract.

We look forward to working with you on this project.

Sincerely,
VILLAGE OF TEQUESTA

PROJECT MANAGER
Village of Tequesta
POSITION, Department

Sample Work Change Directive
Continue to Next Page

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Sample Change Order
Continue to next Page

Change Order No. _____

Date of Issuance: _____ Effective Date: _____
Owner: _____ Owner's Task Order No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: _____ Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:
Description: _____

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ _____	<i>[note changes in Milestones if applicable]</i> Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days or dates</p>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days</p>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: Substantial Completion: _____

\$ _____	Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____