



WM#2 BEACH RD PHASE 2 WATER MAIN REPLACEMENT

ITB-UTIL 1-15-2026/AF-1-2026

JANUARY 2026

MOLLY YOUNG	MAYOR
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JAYSON E. FRENCH	COUNCIL MEMBER
LAURIE BRANDON	COUNCIL MEMBER
PATRICK PAINTER	COUNCIL MEMBER
JEREMY ALLEN	VILLAGE MANAGER
ALLYSON FELSBURG	UTILITIES DIRECTOR

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Village of Tequesta, FL

Invitation to Bid

WM#2 Beach Rd Phase 2 Water Main Replacement

Sealed bids will only be accepted via DemandStar for the **WM#2 Beach Rd Phase 2 Water Main Replacement** construction project (Project) until **2:00 PM**, local time, **March 05, 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 includes all labor and materials necessary to perform replacement of approximately 5,400 LF of water main with new 10-inch PVC water main. The project shall include all piping, fittings, couplings, accessories and appurtenances, site restoration, temporary provisions to maintain water service to residents to the extent practical, testing, bacteriological clearance, pressure testing, water service connection, removal and/or grout filling of the existing piping as specified, obtaining all required permits, compliance with permit conditions, Village of Tequesta Water Utility Standards and Palm Beach County (PBC) Standards, and any other items depicted on the drawings and described in the Contract documents and reference materials. In addition to infrastructure improvements, this project shall include roadway, swale and shoulder restoration located in the public right-of-way including pavement, signage, driveways, fencing, landscaping and other miscellaneous items.

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 **February 05, 2026**, at **1:30 PM** 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 **Allyson Felsburg, Director, Utilities Department at afelsburg@tequesta.org**. Questions and requests for clarification and additional information must be received before the deadline for submission of questions on **February 25, 2026**, at **5:00 PM** 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 Utilities Department**
By: Allyson Felsburg, Utilities Director
Date: January 22, 2026
Publication: DemandStar and Village of Tequesta website

+ + 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 **Allyson Felsburg** at afelsburg@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, **Utilities Department**, Attn: **Allyson Felsburg** in writing by email (**afelsburg@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. CONTRACT TIME

- 8.1. The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Forms and will be included in the Agreement.

9. LIQUIDATED DAMAGES

- 9.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

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.
- 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. 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 Bids 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, release any Bid prior to that date.

17. AWARD OF CONTRACT

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 17.6. 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.
- 17.7. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within one hundred and twenty (120) days after the day of the Bid opening.
- 17.8. 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.

17.9. Bidder understands and agrees that the agreement provided herein is subject to change and the removal or addition of updated provisions.

18. INSURANCE AND BONDS

18.1. Article 6.0 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Insurance, Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security and Certificate of Insurance.

19. SIGNING OF AGREEMENT

19.1. 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.

20. PERMITS

20.1. 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.

20.2. Water for construction purposes can be made available to Contractor by Owner if requested and agreed upon through the Village's application for a hydrant meter. Contractor will be responsible for paying for water used and 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.

21. TAXES

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

22. CONTRACT DOCUMENTS

22.1. 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.

22.2. 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.

- 22.3. 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.
- 22.4. 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.
- 22.5. 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.

23. EQUAL OPPORTUNITY

- 23.1. 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.

24. OCCUPATIONAL HEALTH & SAFETY

- 24.1. 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:
 - 24.1.1. The chemical name and the common name of the toxic substance.
 - 24.1.2. 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.

- 24.1.3. 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.
 - 24.1.4. The emergency procedure for spills, fire, disposal and first aid.
 - 24.1.5. 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.
 - 24.1.6. 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.
- 24.2. Bidders are required to complete and submit with their bids the Contractor Safety Qualifications Form included in the Front-End Documents.
- 24.3. 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)).

25. AUDIT RIGHTS

- 25.1. 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.
- 25.2. 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.

26. CONFLICT OF INTEREST

- 26.1. 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.

27. SPECIAL LEGAL REQUIREMENTS

27.1. PUBLIC RECORDS

- 27.1.1. 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.
- 27.1.2. 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.
- 27.1.3. 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.
- 27.1.4. 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.
- 27.1.5. **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.**

27.2. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

- 27.2.1. 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.

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

- 27.3.1. 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:
 - 27.3.1.1. Any person or person's representative seeking an award from such competitive solicitation; and
 - 27.3.1.2. 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.

- 27.3.2. 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.

- 27.3.3. 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.
- 27.3.4. 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.
- 27.3.5. 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.
- 27.3.6. 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.
- 27.3.7. Any contract that violates the cone of silence provisions in this section shall render the transaction voidable.

27.4 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 27.4.1 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.
- 27.4.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 27.4.3 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.
- 27.4.4 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.

- 27.4.5 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.
- 27.4.6 Subcontractors -
- a. 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.
 - b. 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)
 - c. 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.
- 27.4.7 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.
- 27.4.8 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.

END OF INSTRUCTIONS TO BIDDERS

Bid Forms

Bid Proposal

Bidding Company Name: _____

Village of Tequesta Utilities 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:

The project scope includes all labor and materials necessary to perform replacement of approximately 5,400 LF of water main with new 10-inch PVC water main. The project shall include all piping, fittings, couplings, accessories and appurtenances, site restoration, temporary provisions to maintain water service to residents to the extent practical, testing, bacteriological clearance, pressure testing, water service connection, removal and/or grout filling of the existing piping as specified, obtaining all required permits, compliance with permit conditions, Village of Tequesta Water Utility Standards and Palm Beach County (PBC) Standards, and any other items depicted on the drawings and described in the Contract documents and reference materials. In addition to infrastructure improvements, this project shall include roadway, swale and shoulder restoration located in the public right-of-way including pavement, signage, driveways, fencing, landscaping and other miscellaneous items.

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:

<i>Substantial Completion:</i>	<i>210 calendar days from Notice to Proceed</i>
<i>Final Completion:</i>	<i>240 calendar days from Notice to Proceed</i>

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
WM#2 Beach Rd Phase 2 Water Main Replacement

BIDDING COMPANY NAME: _____

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED VALUE</u>
SCHEDULE A: GENERAL CONDITIONS					
1	Bonds and Insurance	LS	1	\$ _____	\$ _____
2	Mobilization/Demobilization	LS	1	\$ _____	\$ _____
3	Maintenance of Traffic	LS	1	\$ _____	\$ _____
TOTAL SCHEDULE A: (ITEMS 1-3) = \$ _____					
SCHEDULE B: WATER MAIN REPLACEMENT					
1	PVC Water Main				
a.	10-inch	LF	4,220	\$ _____	\$ _____
b.	8-inch	LF	80	\$ _____	\$ _____
c.	6-inch	LF	400	\$ _____	\$ _____
d.	4-inch	LF	20	\$ _____	\$ _____
2	HDPE Water Main				
a.	10-inch	LF	160	\$ _____	\$ _____
b.	8-inch	LF	960	\$ _____	\$ _____
c.	6-inch	LF	80	\$ _____	\$ _____
3	Gate Valve w/ Box				
a.	10-inch	EA	9	\$ _____	\$ _____
b.	8-inch	EA	18	\$ _____	\$ _____
c.	6-inch	EA	26	\$ _____	\$ _____
d.	4-inch	EA	4	\$ _____	\$ _____

Bid Schedule of Values (Cont'd)

SCHEDULE B: WATER MAIN REPLACEMENT (CONT'D)					
4	Gate Valve Vault				
a.	10-inch	EA	1	\$ _____	\$ _____
5	10"X10" Tapping Sleeve & Valve	EA	1	\$ _____	\$ _____
6	D.I. Fittings	LB	9,500	\$ _____	\$ _____
7	Fire Hydrant Assembly	EA	19	\$ _____	\$ _____
8	Directional Bore (12" HDPE DR11)				
a	Sta 4+75 to Sta 15+93 (Sht. C-5)	LF	1,118	\$ _____	\$ _____
b.	12" HDPExMJ Adapter	EA	2	\$ _____	\$ _____
9	Offset ARV Assembly	EA	1	\$ _____	\$ _____
10	Connections to Existing				
a.	Sta 0+00 (Sht. C-4)	LS	1	\$ _____	\$ _____
b.	Sta 16+10 (Sht. C-6)	LS	1	\$ _____	\$ _____
c.	Sta 32+26 (Sht. C-7)	LS	1	\$ _____	\$ _____
d.	Sta 0+00 (Sht. C-8)	LS	1	\$ _____	\$ _____
e.	Sta 21+70 (Sht. C-10)	LS	1	\$ _____	\$ _____
11	Sample Points	EA	14	\$ _____	\$ _____
12	Grout Fill Existing Water Main	LF	7,000	\$ _____	\$ _____
13	Remove/Replace Drain Pipe/Basins (Sht. C-7)	LS	1	\$ _____	\$ _____
14	Water Services off Main				
a.	10"x2" Saddle	EA	2	\$ _____	\$ _____
b	10"x1.5" Saddle	EA	8	\$ _____	\$ _____

Bid Schedule of Values (Cont'd)

SCHEDULE B: WATER MAIN REPLACEMENT (CONT'D)					
14	Water Services off Main				
c.	8"x2" Saddle	EA	1	\$ _____	\$ _____
d.	2" Corp Stop	EA	3	\$ _____	\$ _____
e.	1.5" Corp Stop	EA	8	\$ _____	\$ _____
f.	2" Poly Pipe	LF	80	\$ _____	\$ _____
g.	1.5" Poly Pipe	LF	140	\$ _____	\$ _____
h.	Connections to Existing Meter Assembly	EA	30	\$ _____	\$ _____
15	Water Service/Fire Line Modifications				
a.	100 S. Beach Road (Ocean Towers South)	LS	1	\$ _____	\$ _____
b.	200 S. Beach Road (Ocean Towers North)	LS	1	\$ _____	\$ _____
c.	250 S. Beach Road (Regency Condo)	LS	1	\$ _____	\$ _____
d.	350 S. Beach Road (Island House Northeast)	LS	1	\$ _____	\$ _____
e.	400 S. Beach Road (Tequesta Towers)	LS	1	\$ _____	\$ _____
f.	425 S. Beach Road (Cliveden)	LS	1	\$ _____	\$ _____
g.	375 S. Beach Road (La Mar)	LS	1	\$ _____	\$ _____
h.	325 S. Beach Road (Island House Southwest)	LS	1	\$ _____	\$ _____
i.	275 S. Beach Road (Seamist)	LS	1	\$ _____	\$ _____
j.	225 S. Beach Road (Ocean Villas) - Water Service	LS	1	\$ _____	\$ _____
k.	225 S. Beach Road (Ocean Villas) - Fire Service	LS	1	\$ _____	\$ _____
l.	19670 S. Beach Road (Sea Watch) - Water Service	LS	1	\$ _____	\$ _____

Bid Schedule of Values (Cont'd)

SCHEDULE B: WATER MAIN REPLACEMENT (CONT'D)					
15	Water Service/Fire Line Modifications				
m.	19670 S. Beach Road (Sea Watch) - Fire Service	LS	1	\$ _____	\$ _____
n.	19669 S. Beach Road (Lykes Landing) - View 1	LS	1	\$ _____	\$ _____
o.	19669 S. Beach Road (Lykes Landing) - View 2	LS	1	\$ _____	\$ _____
p.	19669 S. Beach Road (Lykes Landing) - View 3	LS	1	\$ _____	\$ _____
q.	19700 S. Beach Road (Carlyle Jupiter Island)	LS	1	\$ _____	\$ _____
r.	19750 S. Beach Road (The Passages)	LS	1	\$ _____	\$ _____
s.	19850 S. Beach Road (The Landfall)	LS	1	\$ _____	\$ _____
t.	19900 S. Beach Road (Ocean Sound)	LS	1	\$ _____	\$ _____
u.	19930 S. Beach Road (Beach Sound)	LS	1	\$ _____	\$ _____
v.	19950 S. Beach Road (Claridge)	LS	1	\$ _____	\$ _____
w.	Western Bridge Service	LS	1	\$ _____	\$ _____
x.	Eastern Bridge and Marina Service	LS	1	\$ _____	\$ _____
16	Miscellaneous Restoration				
a.	Roadway Trench	SY	350	\$ _____	\$ _____
b.	Mill and Resurface (1-inch)	SY	13,000	\$ _____	\$ _____
c.	Pavement Markings	LS	1	\$ _____	\$ _____
d.	Concrete Sidewalk	SY	90	\$ _____	\$ _____
e.	Asphalt Sidewalk	SY	62	\$ _____	\$ _____
f.	Concrete Driveway	SY	25		

Bid Schedule of Values (Cont'd)

SCHEDULE B: WATER MAIN REPLACEMENT (CONT'D)					
16	Miscellaneous Restoration (Cont'd)				
g.	Paver Driveway/Walkways	SY	160	\$ _____	\$ _____
h.	Concrete Header Curb	LF	30	\$ _____	\$ _____
i.	Concrete D-Type Curb	LF	80	\$ _____	\$ _____
j.	Concrete F-Type Curb	LF	50	\$ _____	\$ _____
k.	Valley Gutter	LF	20	\$ _____	\$ _____
l.	Bahia Sod	SY	4,500	\$ _____	\$ _____
m.	Floritam Sod	SY	20,000	\$ _____	\$ _____
TOTAL SCHEDULE B: (ITEMS 1-16) = \$ _____					
TOTAL BASE BID PRICE: (SCHEDULES A, B) = \$ _____					

TOTAL BASE BID PRICE (SCHEDULES A, B) IN WORDS: _____

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Bid Schedule of Values (Cont'd)

ALTERNATE BID ITEMS

Bidder is required to provide unit prices for the items below. Below prices may be used by the Owner for additional work needed to complete the project or under the Owner's Allowance. The Owner reserves the right to negotiate below pricing if considered to be in the best interest of the Owner.

ALT. ITEM NO.	ALTERNATE ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE
A-1	GROUT FILL EXISTING WATER MAIN RIVER CROSSING	LF	725	\$ _____	\$ _____

TOTAL BID PRICE INCLUDING BID ALTERNATE: (SCHEDULE A, B AND A-1) = \$ _____

TOTAL BID PRICE INCLUDING BID ALTERNATE: (SCHEDULE A, B AND A-1): _____

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END OF BID SCHEDULE OF VALUES

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. OWNER RESPONSIBILITY

- 2.1 Selecting a Contractor:
 - 2.1.1 When selecting a contractor, obtain and evaluate information regarding the contractor's safety program.
- 2.2 Informing a Contractor:
 - 2.2.1 Inform the contractor of the known potential fire, explosion, or toxic release hazards related to the contractor's work and regulated process.
 - 2.2.2 Explain to the contractor the applicable provisions of the facilities emergency response program (i.e. alarms, evacuation routes, etc.)
 - 2.2.3 Inform the contractor of the facility's safe work practices of operations such as:
 - 2.2.3.1 Confined space entry
 - 2.2.3.2 Equipment/line opening
 - 2.2.3.3 Lockout/tagout Program
 - 2.2.3.4 Control over entry into regulated (i.e. hazardous) process areas
 - 2.2.3.5 Hot Work Permit
- 2.3 Evaluating a Contractor's Performance
 - 2.3.1 Evaluate the contractor's performance in fulfilling their requirements under this regulation.

3. CONTRACTOR RESPONSIBILITY

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 Advise the facility owner of any unique hazard presented by the contractor's work, or of any hazards found by the contractor.

- 3.5 Obtain and evaluate information pertaining to subcontractor's safety programs.
- 3.6 Assure that subcontractor's and laborers are trained in their work practice to safety perform their jobs.
- 3.7 Maintain an active list of all workers on site at all times and provide list to Owner immediately upon request.

4. CONTRACTOR SUBMITTALS

4.1 Records Maintenance

4.1.1 The Contractor shall maintain a record of those employees who successfully completed safety training. These records must include the following information:

- 4.1.1.1 Name of the employee
- 4.1.1.2 Contents of training
- 4.1.1.3 Date of training
- 4.1.1.4 Means used to verify that the employee understood the training

4.2 Additional Responsibilities

- 4.2.1 Contractor must immediately inform the Owner of all contract employee injuries or illness resulting from work performed on or around and hazardous chemical process.
- 4.2.2 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:			
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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Sworn Statement On Public Entity Crimes

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

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, 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.*

<p>Bidder</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 Utilities Department</p> <p>Phone: 561-768-0421</p> <p>Address (<i>principal place of business</i>): 345 Tequesta Drive Tequesta, FL 33469</p>	<p>Bid</p> <p>Project (<i>name and location</i>): WM#2 Beach Rd Phase 2 Water Main Replacement Village of Tequesta, Florida</p> <p>Bid Due Date: _____</p>
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 Attorney)</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.

Documents to be Executed by Village



Notice of Intent to Award

DATE

Contact name, Position
Company name
address

PROJECT: WM#2 Beach Rd Phase 2 Water Main Replacement

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,

Allyson Felsburg
Village of Tequesta
Director, Utilities Department



Notice of Award

DATE

Contact name, Position
Company name
address

PROJECT: WM#2 Beach Rd Phase 2 Water Main Replacement

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,

Allyson Felsburg
Village of Tequesta
Director, Utilities Department



Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this _____ day of _____, 2025 by and between the Village of Tequesta, a public agency of the State of Florida hereinafter designated as the “the VILLAGE” and “OWNER”, and (INSERT CONTRACTOR’S NAME), (INSERT CONTRACTOR’S ADDRESS), a Corporation, whose Federal I.D. number is _____, hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

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

The project scope includes all labor and materials necessary to perform replacement of approximately 5,400 LF of water main with new 10-inch PVC water main. The project shall include all piping, fittings, couplings, accessories and appurtenances, site restoration, temporary provisions to maintain water service to residents to the extent practical, testing, bacteriological clearance, pressure testing, water service connection, removal and/or grout filling of the existing piping as specified, obtaining all required permits, compliance with permit conditions, Village of Tequesta Water Utility Standards and Palm Beach County (PBC) Standards, and any other items depicted on the drawings and described in the Contract documents and reference materials. In addition to infrastructure improvements, this project shall include roadway, swale and shoulder restoration located in the public right-of-way including pavement, signage, driveways, fencing, landscaping and other miscellaneous items.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **WM#2 BEACH RD PHASE 2 WATER MAIN REPLACEMENT FOR THE VILLAGE OF TEQUESTA UTILITIES, TEQUESTA, FLORIDA**

ARTICLE 2. ENGINEER.

2.1 The specifications and drawings have been designed by:

**Tom Jensen, P.E.
Kimely-Horn & Associates
1920 Wekiva Way
Suite 200
West Palm Beach, FL.33411**

ARTICLE 3. CONTRACT TIME.

3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

3.1.(a). Substantial Completion: **210** calendar days from Notice to Proceed
3.2.(a). Final Completion: **240** calendar days from Notice to Proceed

Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance

with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the Contract Substantial Completion time specified in Article 3.1, and until the Work of the Contract reaches substantial completion, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the Contract Final Completion time specified in Article 3.1, and until the Work of the Contract reaches final completion. Liquidated damages under this Contract will be applied to each Contract Milestone Completion date individually until the Work of each respective Contract Milestone identified in Article 3.1 achieves Substantial and Final Completion, as required, by the Contract requirements.

OWNER may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract will be applied to each individual Contract Milestone Substantial Completion date and each individual Contract Milestone Final Completion date, identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices provided in the Bid Schedule of Values.

ARTICLE 5. PAYMENT PROCEDURES.

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.

5.2 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 establish the CONTRACTOR as a vendor.

5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Article 15.01 of the General Conditions.

5.4 Progress payments will be made in an amount equal to 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. OWNER is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.

5.5 OWNER, at its discretion, may further increase payments to 98% of the work completed upon Substantial Completion. OWNER is not obligated to increase payments to 98% of work completed.

5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. INTEREST.

6.1 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

7.2 CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

7.4 CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the drawings/figures identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

7.5 Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

7.7 CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

7.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.9 CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1(a) Table of Contents

- 8.1(b) Invitation to Bid
- 8.1(c) Instructions to Bidders
- 8.1(d) Bid Proposal (Including Bid Schedule of Values, List of Subcontractors and Qualification Requirements)
- 8.1(e) Contractor Safety Qualifications/Requirements (Including Contractor Safety Qualification Form)
- 8.1(f) Contractor E-Verify Affidavit Form
- 8.1(g) Drug-Free Workplace Certificate
- 8.1(h) Public Entity Crimes Affidavit
- 8.1(i) Village Clerks ADA Compliance Statement Form
- 8.1(j) Sworn Statement
- 8.1(k) Trench Safety
- 8.1(l) Bid Bond
- 8.1(m) Notice of Intent to Award
- 8.1(n) Notice of Award
- 8.1(o) Agreement (Contract) between OWNER and CONTRACTOR
- 8.1(p) Payment Bond
- 8.1(q) Performance Bond
- 8.1(r) Opinion of Village Attorney
- 8.1(s) Notice to Proceed
- 8.1(t) General Conditions
- 8.1(u) Supplementary Conditions
- 8.1(v) FDEP SRF Supplemental Conditions
- 8.1(w) Implementation Guidance on Application of Buy America Preference
- 8.1(x) Davis-Bacon Act Requirements
- 8.1(y) American Iron and Steel Guidance
- 8.1(z) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(aa) Technical Specifications including Appendices bearing the title: WM#2 (PH2) Beach Rd Water Main (WM) Replacement Project
- 8.1(bb) Drawings bearing the title: WM#2 (PH2) Beach Rd Water Main (WM) Replacement Project

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal

representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 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.

9.5 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.

9.5(a) 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.

9.5(b) 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.

9.5(c) 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.

9.5(d) **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.**

9.6 Indemnity

9.6(a) The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the OWNER, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by

the OWNER in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the OWNER and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

9.6(b) Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the OWNER and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The OWNER shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the OWNER before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the OWNER and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the OWNER, be detrimental in any material respect to the OWNER's reputation; (ii) the third party claim seeks an injunction or equitable relief against the OWNER; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

9.6(c) It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the OWNER may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9.7 Governing Law and Remedies

9.7(a) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

9.7(b) No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.8 Office of the Inspector General

9.8(a) Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing

projects and programs. The Inspector General may, on a random basis, perform audits on all OWNER contracts.

9.9 Insurance

9.9(a) The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

- a. State Statutory
- b. Applicable Federal Statutory
- c. Employer Liability:
 - Bodily injury, each accident \$1,000,000
 - Bodily injury by disease, each employee \$500,000
 - Bodily injury/disease aggregate \$1,000,000
- d. Foreign voluntary worker compensation Statutory

2. CONTRACTOR's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

- a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
- d. Property Damage:
 - Each Incident \$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

- a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000

5. CONTRACTOR's Pollution Liability under paragraph 6.03.F of the General Conditions:

- a. CONTRACTOR's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

- a. Village of Tequesta

- 9.10 Audit By OWNER
9.10(a) The CONTRACTOR shall permit the OWNER, or any authorized representatives of the OWNER, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.
- 9.11 Copies of Data/Documents
9.11(a) Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the OWNER. Data collected, stored, and/or provided shall be in a form acceptable to the OWNER and agreed upon by the OWNER.
- 9.12 Ownership
9.12(a) Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the OWNER.
- 9.13 Limitations of Liability
9.13(a) Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.
- 9.14 Enforcement Costs
9.14(a) All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.
- 9.15 Copyrights and/or Patent Rights
9.15(a) CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the OWNER harmless from any and all liability, loss, or expense occasioned by any such violation.
- 9.16 Protection of Property
9.16(a) The CONTRACTOR shall at all times guard against damage or loss to the property of the OWNER of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The OWNER may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The OWNER will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.
- 9.17 Damage to Persons or Property
9.17(a) The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

9.18 Discrimination

9.18(a) The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

9.19 Construction Defects

9.19(a) PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.20 Public Entity Crimes

9.20(a) CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the OWNER immediately if it becomes aware of any violation of this statute.

9.21 Scrutinized Companies

9.21(a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the OWNER may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

9.21(b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the OWNER may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

9.21(c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

9.21(d) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the OWNER for the term of this Agreement, including any and all renewals.

- 9.21(e) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the OWNER of the same.
- 9.21(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.22 Employment Eligibility

9.22(a) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONTRACTOR acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

(i) 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.

(ii) Subcontractors –

- a) 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.
- b) 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.
- c) 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.

(iii) 3. CONTRACTOR must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONTRACTOR 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.

(iv) 4. 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.

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PROCEED TO NEXT PAGE

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

OWNER

Village of Tequesta
345 Tequesta Drive
Tequesta, FL 33469

By:

Molly Young, Mayor

(VILLAGE SEAL)

ATTEST

Lori McWilliams, Village Clerk

CONTRACTOR

[INSERT CONTRACTOR NAME]
[INSERT CONTRACTOR ADDRESS]
[INSERT CONTRACTOR ADDRESS]

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

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: 561-768-0421 Mailing address (<i>principal place of business</i>): Utilities Department 345 Tequesta Drive Tequesta, FL 33469	Description (<i>name and location</i>): WM#2 Beach Rd Phase 2 Water Main Replacement Village of Tequesta, Florida 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 Attorney)</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

Contractor Name: _____ Phone: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Phone: _____ Address (<i>principal place of business</i>): _____
Owner Name: Village of Tequesta Phone: 561-768-0421 Mailing address (<i>principal place of business</i>): Utilities Department 345 Tequesta Drive Tequesta, FL 33469	Contract Description (<i>name and location</i>): WM#2 Beach Rd Phase 2 Water Main Replacement Village of Tequesta, Florida 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 17	
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.	
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 Attorney)</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>	

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. supplies 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.

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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____.



Notice to Proceed (NTP)

DATE

Contact name, title
Company
Address

PROJECT: WM#2 Beach Rd Phase 2 Water Main Replacement

Dear (Contact),

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

Substantial Completion: _____ (210 calendar duration from Notice to Proceed)

Final Completion: _____ (240 calendar duration 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

Allyson Felsburg
Village of Tequesta
Director, Utilities Department