

**Invitation to Bid**

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



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**TITLE:**

Median Beautification Project: SR5/US1 from 152<sup>nd</sup> Street to 168<sup>th</sup> Street

**ITB NO.:**

**2021-11-005**

**DUE DATE:**

**THURSDAY, APRIL 8<sup>th</sup> 2021**

**on or before 3:00 p.m. EST  
Municipal Building**

**ISSUED: WEDNESDAY, MARCH 10<sup>th</sup> 2021**

**PROJECT INFORMATION:**

**Florida Department of Transportation**

Florida Highway Beautification Council  
Contract Number: G0K93

**CONTACT PERSONS:**

Director of Public Services  
Dionisio Torres  
Village of Palmetto Bay  
[Dtorres@palmettobay-fl.gov](mailto:Dtorres@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Village Managers Office – Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement

### INVITATION TO BID (ITB) No. 2021-11-005

Median Beautification Project: SR5/US1 from 152<sup>nd</sup> Street to 168<sup>th</sup> Street

The Village of Palmetto Bay, Florida is soliciting bids to upgrade the medians on SR5/US1 from SW 152<sup>nd</sup> Street to SW 168<sup>th</sup> Street . The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 8<sup>th</sup> day of April, 2021 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. The respondent shall bear all costs associated with the preparation and submission of the response to the bid. **A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB).**

Bid documents may be obtained on or after Wednesday, March 10<sup>th</sup>, 2021. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) and by clicking Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

## **SECTION 2.0: Introduction**

The Village of Palmetto Bay is seeking a licensed landscaping contractor to complete landscaping improvements funded by a Florida Department of Transportation Landscape Program Grant. Only properly licensed contractors will be acceptable and E-Verify shall be required.

The funds for this project serve the purpose to beautify the medians located on SR5/US1 from SW 152<sup>nd</sup> Street to 168<sup>th</sup> Street. The plans for this project are attached as a separate .pdf and have been approved by the Village's Tree Board Committee.

Contractor shall refer to the landscape planting details, plant list, general notes, and all contract documents for further and complete instructions. Landscape installation shall comply with current FDOT standard specifications 580 and FDOT standard index 544 details. Plant list are provided for convenience in the event of quantity discrepancies the drawing shall take precedence. Plant size listed are the minimum size that will be accepted for that plant. Plants must be purchased from FL based nursery stock. All plants and trees are to be fertilized with the appropriate number of fertilizer tables (20N-10P-5K).

Landscaping should not interfere with view window for existing road signs, billboards, and median cuts. All signs should be examined during sighting and planting to ensure that no obscurations can exist.

Utility coordination is the responsibility of the Contractor; and the Contractor should contact Sunshine State One Call prior to project implementation.

Contractor will be responsible for submitting an FDOT approved traffic control plan to the Village prior to issuance of a Notice to Proceed.

**The Village must have this project completed no later than November 30, 2021.**

The funding for this project requires the participation of the grantor, if funds are not available, the project shall be cancelled.

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Bids**

### **3.00 Requirement to Meet All Provisions**

Each Contractor submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the ITB specifications. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### **3.01 Errors and Omissions in ITB**

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Village Managers Office – Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, April 2<sup>nd</sup>, 2021 no later than 3:30pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the Contractor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Contractor may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Contractor to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### **3.07 No Waiver**

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Contractor to observe any provision of this ITB.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeld=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or Contractor and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this ITB.

Contractors are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor's own risk.

### **3.10 Certification**

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit

## 11. Statement of Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Contractor is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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



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

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

### **3.14 Accounting**

The Contractor shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. The Village will process the payment and disburse no later than 35 days after receipt of invoice.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180<sup>th</sup> Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Contractor shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Contractor submitting a proposal, or who has quoted prices on materials to such Contractor, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Contractor. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Contractor to comply with the particular term and/or condition of the bid to which the Contractor took exception. Failure to comply may be cause for rejection of the bid.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Contract Time**

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

### **3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

### **3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Contractor, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.23 Sub-contractors**

If any Contractor submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The

Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed tasks comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the

Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the maintenance of the grounds shall be of the best quality, and highest grade workmanship.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeld=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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

### **3.28 Work Delays**

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 Authority of the Village's Project Manager**

A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the

Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or

form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

### **3.30 E-Verify**

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

### **3.31 BID Guaranty**

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

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

### **3.32 Performance and Maintenance Bonds**

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

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

**(End of Section)**

## SECTION 4.0: Scope of Services

### **BID SPECIFICATIONS**

#### 4.01 SCOPE OF WORK

1. The work consists of furnishing all labor, materials, equipment, tools, transportation, and other appurtenances necessary for the completion of this project as shown on the drawings, as included in the plant list, and as herein specified.
2. Work shall include maintenance and watering of all the contract planting areas until certification of acceptability from the Village.

#### 4.02 PROTECTION OF EXISTING STRUCTURES

All existing building, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Contractor unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

#### 4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials within the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Contractor.

#### 4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal's approval, delivery of materials may commence

<u>Material</u>	<u>Submittal</u>
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Fertilizer	Product Data
Innoculant	Product Data
Herbicide	Product Data
Staking/Guying	For alternate to details: send product data, detail



## Plant Materials

1. Plant species and size shall conform to those indicated on the drawings, nomenclature shall conform to standardized plant names, second edition (1942). All nursery stock shall be in accordance with grades and standards for nursery plants, latest edition published by the Florida Department of Agriculture and Consumer Services. All plants shall be Florida grade No.1 or better as determined by the Florida Division of Plant Industry. All plants shall be healthy, vigorous, sound, well-branched and free of disease and insects, insect eggs and larvae and shall have adequate root systems. Trees planting in rows shall be uniform in size and shape. All materials shall be subject to approval by the Village. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the for the variety. Plants shall be pruned prior to delivery and no substitutions shall be made without written permission from the Village's representative.
2. Measurements, the height and/or width of the trees shall be measured from the ground or across the normal spread of branches with the plants in their normal position. The measurement shall not include the immediate terminal growth. Plants larger than those specified in the plant list may be used with approval from the Village. The ball of earth or spread of roots shall be increased in proportion to the size of the plant.
3. Inspection: Plants shall be subject to inspection and approval at the place of growth, or upon delivery to the site, as determined by the Village representative for quality, size, and variety. Such approval shall not impair the right of inspection and rejection at the site during progress of the work or after completion for size and condition of root balls or roots. Latent defects or injuries rejected plants shall be removed immediately from the site. Notice requesting inspection shall be submitted in writing by the Contractor at least (1) week before anticipated date of inspection. The request will be sent to Dio Torres, Director of Public Works, [Dtorres@palmettobay-fl.gov](mailto:Dtorres@palmettobay-fl.gov) and who will be the assigned Village Representative and Project Manager for this project.

## Soil Mixture (Planting Medium, Planting Mix, Topsoil Mix)

1. Soil mixture (planting medium for planters) shall consist of 70% sand, 30% North Florida peat, as described below:
2. Soil for the use in preparing soil mixture for backfilling shall be fertile, friable, and of loamy character; reasonably free of subsoil, brush weeds and other litter; free of roots, stumps, stones larger than 2" in any direction, and other extraneous or toxic matter harmful to plant growth. Shall have a PH between 5.5 and 7.0.
3. Sand shall be coarse, clean, well-draining, native Ortona mined sand.
4. Contractor shall submit samples of soil mixture for Village's approval prior to installation.

5. Contractor shall always provide penetrometer on site for compaction inspection at the discretion of the landscape architect.
6. Penetrometer criteria/specification shall range from approx. 75 PSI to less than 300 PSI or as determined by the landscape architect.
7. Soil shall be supplied by Atlas Peat & Soil, Inc. 9612 State Road, Boynton Beach, Florida 33472. Phone# 561-734-7300.
8. Final mix shall be tested to have a saturated weight of no more than 110 pound per cubic foot when compacted to 85% standard proctor.
9. Minimum depth of soil shall be 3'-0" in planters with existing trees, soil shall be removed to a depth required to eliminate sod condition to rework the original soil condition with new soil, while preserving existing tree roots and avoiding adverse impact of roots.

### Water

Water is necessary for planting and maintenance and shall be of satisfactory quality to sustain an adequate plant growth and shall not contain harmful natural or man-made elements detrimental to plants, water meeting the above standards shall be used. If such water is not available at the site, the Contractor shall provide satisfactory water from sources off site at no additional charge to the Village.

### Fertilizer

Contractor shall provide fertilizer application schedule to the Village, as applicable to soil type, plant installation type, and site's proposed use. Suggested fertilizer types shall be organic or otherwise naturally derived.

### Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of 3". Clear mulch from each plant's crown (base). Preferable mulch type material would be "Florimulch" or shredded, sterile Eucalyptus mulch.

## 4.05 PLANTING PROCEDURES

1. The Contractor shall clean work and surrounding areas of all rubbish or objectionable matter. All mortar, cement, and toxic material shall be removed from the surface of all the plant beds. These materials shall not be mixed with the soil. Should the Contractor find such soil conditions beneath the soil which will adversely affect the plant growth, the Contractor shall immediately alert the Village representative, failure to do so before planting shall make the corrective measures the responsibility of the Contractor.

2. Verify locations of all utilities, conduits, supply lines and cables, including but not limited to: electric, gas (lines and tanks), water, sanitary sewer, stormwater systems, cable, and telephone. Properly maintain and protect existing utilities. Contractor can call (811) to locate utilities.
3. Contractor is responsible in removing all existing and imported limerock and limerock sub-base from all the landscape planting areas to a minimum depth of 36". Contractor is responsible to backfill these planting areas to rough finished grade with clean topsoil from an on-site source or an imported source. If limerock or other adverse conditions occur in planted areas after 36" deep excavation by the Contractor, and adequate percolation can not be achieved, Contractor shall utilize planting detail that addresses poor drainage.
4. Contractor must comply with applicable federal, state, county and local regulations governing landscape materials and work. Also, Contractor needs to conform to accepted horticultural practices as used in the trade. Upon arrival at the site, plants shall be thoroughly watered and properly maintained until planted. Plants stored on-site shall not remain unplanted for a period exceeding twenty-four (24) hours. At all times, methods customary in good horticultural practices shall be exercised.
5. All planting pits shall be excavated to size and depth in accordance with the USA standard for nursery stock 260.1, unless shown otherwise on the drawings, and backfilled with the prepared planting soil mixture as specified on the drawings in Section E. Test all tree pits with water before planting to assure proper drainage percolation is available. No allowance will be made for lost plants due to improper percolation. If poor percolation exists, utilize "poor drainage condition" planting detail. Trees shall be set plumb and held in position until the planting mixture has been flushed into place with a slow, full hose stream. All planting shall be preformed by personnel familiar with planting procedures and under the supervision of a qualified landscape Foreman. Proper "jetting in" shall be assured to eliminate air pockets around the roots. "Jet stick" or equal is recommended.
6. Amend pine and oak plant pits with ectomycorrhizal soil application per manufacturer's recommendation. All other plants pits shall be amended with endomycorrhizal soil application per manufacturer's recommendation.
7. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All soft wood or sucker growth and all broken or badly damaged branches shall be removed with a clean cut. All pruning to be preformed by a licensed arborist, in accordance with ANSI A-300.
8. Shrubs and ground cover plants shall be evenly spaced in accordance with the drawings and as indicted on the plant list. Cultivate all planting areas to a

minimum depth of 6", remove and dispose all debris. mix top 4" to achieve soil mixture as specified on the drawings Section E thoroughly water all plants after installation.

9. Tree guying and bracing shall be installed by the Contractor in accordance with the drawings to ensure stability and maintain trees in an upright position.

#### 4.06 PLANT MATERIAL MAINTENANCE

All plants and planting included under this ITB shall be maintained by watering, cultivating, spraying, and all other operations (such as re-staking or repairing guy supports) necessary to insure a healthy plant condition by the Contractor until certification of acceptability by the Village. Maintenance after the certification of acceptability shall be in accordance with the specifications in this section Contractors are requested to provide a bid estimate to cover landscape and irrigation maintenance for a period of 90 calendar days after acceptance.

##### Maintenance

Contractors are requested to provide a bid proposal for six (6) months of watering and maintenance following the certification of acceptance by the Village. The Bid sheet located on the back of this ITB will have a line item to enter the amount.

#### 4.07 FINAL INSPECTION AND ACCEPTANCE OF WORK

Final inspection at the end of the warranty period shall be on planting, construction and all other incidental work pertaining to this ITB. Any replacement at this time shall be subject to the same (1) year warranty (or as specified by the landscape architect or Village in writing) beginning with the time of replacement and ending with the same inspection and acceptance herein described.

#### 4.08 WARRANTY

1. The life and satisfactory condition of all plant material installed by the landscape Contractor shall be warranted by the Contractor for a minimum of one (1) calendar year commencing at the time of certification of acceptance by the Village.
2. Any plant not found in a healthy growing condition at the end of the warranty period shall be removed from the site and replaced as soon as weather conditions permit. All replacements shall be plants of the same kind and size as specified in the plant list on the drawings. They shall be furnished planted and mulched as specified under Plant Procedures section, at no additional cost to the Village.

3. In the event the Village does not contract with the same Contractor for landscape maintenance, the Contractor is encouraged to visit the project site periodically during the one (1) year warranty period to evaluate maintenance procedures being performed by the Village and shall notify the Village in writing of maintenance procedures or conditions which threaten vigorous and healthy plant growth. It is suggested such site visits shall be conducted once per month for a period of twelve (12) months from the date of acceptance.

#### 4.09 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.
2. The Contractor shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613, 102-616, and 102-660 are to be adhered to for this project. Contractor to submit shop drawings in accordance with FDOT specifications for FDOT approval.
3. The Contractor shall immediately repair all potholes that develop within the project limits and will maintain a supply of cold mix on the project site to expedite those repairs.
4. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.
5. Contractor shall notify law enforcement and fire protection services twenty-four (24) hours in advance of a detour in accordance with Section 336.07 of the Florida Statutes.
6. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Contractor shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.
7. The traffic and travel ways shall not be altered by the Contractor to create a work zone until all labor and material are available for the construction in that area.

8. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday-Friday 7-9am and 4-6pm or on weekends and holidays.
9. Regulatory speed established within the work zone travel ways shall be 35MPH, established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.
10. Contractor shall maintain access to private property during all phases of construction. Local residents within the area of construction shall be given access to their property during all phases of construction. Local residents to include all commercial establishments and businesses as well.
11. Signs are to be located before each business or shopping plaza entrance where construction negatively impacts the access to the business or shopping plaza or as directed by the Village. Two signs will typically be required at each entrance. Signs are to be displayed as described in Index 102-600 of the Roadway and Traffic Standard Plans.
12. As determined by the Village, the Contractor shall cover the work zone signs when conditions no longer warrant their use. Cost of covering and uncovering the signs shall be included in the base bid.
13. Contractor shall remove, relocate, or cover any existing or proposed signs that conflict with the traffic plans. When the conflict no longer exists, the Contractor shall restore the signs to their original position. Cost of temporarily removing, relocating, covering, and restoring the signs shall be included in the base bid.
14. For drop-off, the Contractor's attention is directed to FDOT standard Index No. 102-600. The Contractor shall use shoulder treatment detail when no barriers are required in the plans.
15. Traffic shall be maintained on a paved, dust-free surface at all times.
16. All lanes open to traffic shall be a minimum of 10' in width.
17. Pedestrian, bicycle, and wheelchair traffic shall be maintained and guided using a longitudinal channelizing device and approved warning lights, signing, and delineation devices on at least one side of the project at all times throughout the project limits. The travel path shall be a minimum of 4' ft wide with a smooth surface that is not slick, and it should be ramped as necessary for continuity. Adhere to Standard Plan 102-660.

18. Contractor must always maintain drainage. The existing drainage system shall be kept operational or temporary drainage provided while the proposed drainage system is being constructed. The Contractor shall approve the necessary temporary drainage as approved by the Village. All cost shall be included in the base bid.
19. Contractor shall be responsible to provide erosion control measures to prevent clog of proposed drainage structures and sediment intrusion on waterways during construction, these measures shall be approved by the Village and conform with current edition of the FDOT Standard Plans for Erosion Control (Index 570-001).
20. Contractor is responsible to notify business that will be impacted at least 20 working days prior to commencing any work on the road in the vicinity of the business or any road that is used to access the business.

#### 4.10 DEMOLITION AND MISCELLANEOUS

1. All the work will be limited to the confines of the construction site as shown on the plans.
2. All areas outside the limits of construction line or tree protection fence shall not be crossed with heavy equipment or used for storing any equipment or materials.
3. Any discrepancies found between the drawings and specifications and existing site conditions or any inconsistencies or ambiguities in drawings or specifications shall be immediately reported to the Village in writing, who shall promptly address such inconsistencies or ambiguities. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be performed at the Contractor's risk.
4. Deviation from the plans and notes without the prior consent of the Village or landscape architect may be cause for the work to be designated unacceptable.
5. The Contractor shall immediately report to the Village any unforeseen or adverse conditions discovered during the demolition operation.
6. All voids created by the removal of exotic plant removal operations shall be backfilled with mulch. Replacement plantings are shown on the planting plans.
7. Contractor will coordinate material storage at the time of the preconstruction meeting with the Village.
8. All demolition debris, refuse, and other excess material shall be hauled off-site as directed by the Village and properly disposed of in a legal matter. The Contractor

shall coordinate and be responsible for the staging and removal of all demolition items.

9. All erosion control sediment barriers, silt fences, and tree protection devices shall be installed prior to the start of clearing and grubbing operations.
10. Every effort shall be made by the Contractor to protect the existing trees that remain. This effort shall include, but not limited to installing tree protection fencing (per plans) around trees within the areas of construction activity and refraining from parking any vehicles or equipment within the dripline of trees.
11. All invasive species, as listed in the Florida Noxious Weed List, regulated by the Florida Department of Agriculture and Consumer Services (DACCS), shall be removed from the project site, as designated on the drawings/plans. All noxious plants shall be cut to the ground and treated with approved herbicide.
12. Contractor is responsible for verifying and obtaining all required permits and approvals prior to commencing construction.
13. Contractor shall tag trees and plants to remain as described on the plans. Tagged plants shall be field inspected for approval by the Village prior to commencing with exotic removal operations.

**END OF SECTION**



## SECTION 5

### 5.00 Bid Submission Requirements

#### **BID SUBMITTAL CHECKLIST**

In order to be responsive, the Contractor must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, One (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST April 8<sup>th</sup>, 2021.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Bid Forms  
Bid Guaranty 5%  
Introduction letter with contact information  
Years in Business  
List of Sub-Contractors  
References  
Section 8 (Required Proposal Forms)  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

**END OF SECTION**

## **SECTION 6.0: Evaluation and Selection Criteria**

### **6.00 Evaluation Criteria**

#### **EVALUATION OF BIDS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact Contractors/Vendors for additional essential information to complete their score.

**END OF SECTION**

## SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Contractor is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, March 10th, 2021	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Friday, April 2 <sup>nd</sup> , 2021	Via Email to Lpittser@palmettobay-fl.gov	3:30 pm EST
Proposal Submission Date	Thursday, April 8th, 2021	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

### 7.01 Contract Award

#### A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

#### B. Competency and Responsibility of Contractor

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Contractor. Contractor will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

#### C. Contract Requirement.

The Contractor to whom award is made (Contractor) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Contractor shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Contractor must have a valid business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Contractor to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Contractor's bond or security is required; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences once the Contractor has signed the Contract with the Village and a Notice to Proceed is issued. This project will need to be finished no later than November 30, 2021.

**END OF SECTION**

**SECTION 8.0: Required Bid Submittal Forms**

**BID BOND**

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

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

**VILLAGE OF PALMETTO BAY (the "Village")  
MEDIAN BEAUTIFICATION: SR5/US1 FROM SW 152<sup>nd</sup> STREET TO SW 168<sup>th</sup> STREET (the "Project")**

for said Village, and;

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an

amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_(Title)  
(Principal)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Surety) Attorney-in-Fact

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**SUB-CONTRACTOR LIST**

Contractor shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>



**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested below:

**VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM**

Solicitation Information: Median Beautification Project: SR5/US1 SW 152nd to SW 168<sup>th</sup> Street

ITB# 2021-11-005



Name of Bidder: \_\_\_\_\_

To Whom It May Concern,

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

Project Information:

Title/Scope of Work:

\_\_\_\_\_

Initial Value of Contract: \_\_\_\_\_ Final Value of Contract: \_\_\_\_\_

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No

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

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

Total number of change orders: \_\_\_\_\_ Were any contractor driven: \_\_\_\_\_

Number of RFI's submitted by the vendor: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation response

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Contractor that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

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

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 Bids 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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose \_\_\_\_\_ business \_\_\_\_\_ address \_\_\_\_\_  
is: \_\_\_\_\_

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

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

I, being duly first sworn state: That the above named Contractor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

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

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

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.



Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

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

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

Accordingly, Bidder or Contractor completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Contractor," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being first duly sworn

state:

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

---

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

---

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

---

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

---

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

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

- 2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Contractor), hereby acknowledge and agree that we, as the Prime Contractor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **2021-11-005**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Contractor or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

NOTARY PUBLIC  
SEAL OF OFFICE:

---

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

- Personally known to me, or
- Produced identification:

---

(Type of Identification Produced)

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



**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Contractor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

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

#### Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

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

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Median Beautification Project: SR5/US1 SW 152<sup>nd</sup> Street to 168<sup>th</sup> Street**  
ITB No. 2021-11-005 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

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

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**PERFORMANCE BOND**

**PROJECT TITLE: Median Beautification Project: SR5/US1 SW 152nd Street to SW 168th Street**

**CONTRACTOR :**

**CONTRACT NO: 2021-11-005**

**CONTRACT DATED:**

STATE OF § \_\_\_\_\_  
§ \_\_\_\_\_  
COUNTY OF § \_\_\_\_\_

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

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of the **Median Landscaping Beautification Project: SR5/US1 from SW 152nd Street to SW 168th Street** (the "Project"), which Contract is by reference made a part of this Bond.

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

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

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

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

(even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

(Print) Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## LABOR AND MATERIAL PAYMENT BOND

**PROJECT TITLE: Median Beautification Project: SR5/US1 SW 152<sup>nd</sup> Street to SW 168<sup>th</sup> Street**

**CONTRACTOR :**

**CONTRACT NO: 2021-11-005**

**CONTRACT DATED:**

STATE OF § \_\_\_\_\_

COUNTY OF § \_\_\_\_\_

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

THE CONDITION OF THE BOND is that if Principal:

Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the

**Median Beautification Project: SR5/US1 SW 152<sup>nd</sup> Street to SW 168<sup>th</sup> Street**

1. The Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Median Beautification Project: SR5/US1 SW 152<sup>nd</sup> Street to 168<sup>th</sup> Street**  
ITB No. 2021-11-005 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20\_\_\_\_. Completion date shall be \_\_\_\_\_, 20\_\_\_\_.

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

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**SECTION 10.0: Exhibits**

**Contract for:** Median Beautification Project: SR5/US1 from 152<sup>nd</sup> Street to SW 168<sup>th</sup> Street

**Between the Village of Palmetto Bay, Florida and \_\_\_\_\_.**

THIS Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and \_\_\_\_\_, (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on March 10<sup>th</sup>, 2021; and

WHEREAS, the Company submitted a Bid dated April 8<sup>th</sup>, 2021 in response to ITB# 2021-11-005; and

WHEREAS, the Village Council, at a meeting held on \_\_\_\_\_, accepted the Company to construct the beautification project on the Medians on SR5/US1 from 152<sup>nd</sup> Street to SW 168<sup>th</sup> (the "Project") based on the architectural landscape design plans furnished by Kimley-Horn and the Bid Sheets submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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### **Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. (i) ITB# 2021-11-005 issued by the Village

- C. (ii) Bid Sheets submitted by the Company showing breakdown of costs.
- D. (ii) Plans designed by Kimley-Horn

**Article 2. Scope of Work**

1. The Work is generally described as follows:

To construct as landscaping beautification project based on the plans approved by FDOT and completed by Kimley-Horn.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with ITB# 2021-11-005 and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village.

3.The Company represents and warrants to the Village that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the Village: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on ITB# 2021-11-005.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming

reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the bid. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

### **Article 3. Qualifications**

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

The Project Manager for the Company is\_\_\_\_\_.

### **Article 4. Term/Construction Schedule**

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

(A) The Construction Schedule is the following: After the issuance of the Notice to Proceed, the Company shall preform their work and be finished no later than **November 30, 2021**. Timely completion is important to satisfy the Grantor's deadline.

**Article 5. Contract Price**

(A)The Contract price shall include all Work necessary for the proper execution and completion of the Project. The lump sum price for the Project is (in words) (\$\_\_\_\_\_).

(B) The schedule for payments shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only work that has been signed off as completed by the Village shall be eligible for payment.

**Article 6. Construction Supervision/Reports**

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dio Torres, the Director of Public Works. The Villages' assigned Project Manager is Dio Torres, Director of Public Service.

(B) The Construction Manager for the Company is \_\_\_\_\_ (name and contact information). The Construction Manager shall supervise and direct the Work using his best skill and attention. The Construction Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

**Article 7 Notices**

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano  
Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Company:

## **Article 8 Termination**

### **A. Termination Without Cause**

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

### **B. Termination with Cause**

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

### **C Liquidated Damages.**

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

## **Article 9 Indemnification**

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.
- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.



## **Article 10 Insurance/Bonds**

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

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

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

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

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

**Article 11 Modification Amendment**

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

**Article 12 Governing Law**

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

**Article 13 Waiver**

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

**Article 14. Assignment**

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

### **Article 15 Prohibition Against Contingent Fees**

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

### **Article 16 Conflict of Interest**

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

### **Article 17 Entire Agreement**

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

### **Article 18 Captions and Paragraph Headings**

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

### **Article 19 Joint Preparation**

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

### **Article 20 Counterparts**

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

### **Article 21 Preservation of Village Property**

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

### **Article 22 Public and Employee Safety**

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

### **Article 23 Immigration Act of 1986**

The Company warrants on behalf of itself and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

### **Article 24 Company Non-Discrimination**

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

## **Article 25 Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

## **Article 26 Public Records**

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, [marocha@palmettobay-fl.gov](mailto:marocha@palmettobay-fl.gov) or call 305-259- 1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

## **Article 27 Severability**

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

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

\_\_\_\_\_  
Nick Marano, Village Manager

\_\_\_\_\_  
Name, Title

Attest:

\_\_\_\_\_  
Missy Arocha  
Village Clerk

APPROVED AS  
TO FORM

\_\_\_\_\_  
Village Attorney  
John C. Dellagloria

# **EXHIBIT A**

**Bid Sheets Forms**

**(separate .pdf file)**

# **EXHIBIT B**

**Plans Created by Kimley-Horn**

**(separate .pdf file)**