

**REQUEST FOR PROPOSAL**  
Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



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**TITLE:**

Roadway and Complete Infrastructure Improvements (Franjo Road Project)

**RFP NO.:**

1617-11-003

**DUE DATE:**

Wednesday, February 8th, 2017 at 3:00pm (Municipal Building)

**ISSUED:**

Friday, January 6th, 2017

**CONTACT PERSONS:**

Corrice Patterson  
Director of Public Service  
Village of Palmetto Bay  
[CPatterson@palmettobay-fl.gov](mailto:CPatterson@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Finance Department  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



### Village of Palmetto Bay

## REQUEST FOR PROPOSALS (RFP)

### Roadway and Complete Infrastructure Improvements (Franjo Road Project)

**No. 1617-11-003**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide design and construction of Franjo Road complete infrastructure improvements generally from the right of way of US-1/ South Dixie Hwy to 184<sup>th</sup> Street. These services are to be provided with certain performance measures defined by this RFP which will include qualifications.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, no later than 3:00 p.m. on or before February 8th, 2017 at which time they will be publicly opened and announced. **A pre-bid meeting will take place at Municipal Hall located on 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, followed by a site tour if needed, on Tuesday, January 24th 2017 at 10:00 am.**

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFP's. Please submit an original, five (5) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **“Roadway and Complete Infrastructure Improvements – Franjo Road Project RFP # 1617-11-003”**. *A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Request for Proposals (RFP).* The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov) or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Contractors can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **Introduction**

#### **General**

Downtown Palmetto Bay is the key economic development priority for the Village and other South Dade area stakeholders and developers who have already expressed a great interest in investing in the area, upon the completion of the Village's infrastructure projects to respond to the development market. Therefore, it is critical for the Village of Palmetto Bay that Franjo Road be completed in an expedited fashion.

The Village plans to select a qualified Design/Build Team to define scope, develop design documents, estimate costs, evaluate means and methods, sequence construction, schedule and construct improvements. Following the completion of scope definition and concept design, the Village expects to negotiate a guaranteed maximum price (GMP) contract with the Design/Build Team for construction improvements. If negotiations cannot be successfully completed, the Village will negotiate with the next highest ranked Design/Build Team or bid the work in the conventional manner.

## **Estimated Schedule**

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	January 6 <sup>th</sup> , 2017
Pre-Proposal Meeting Village of Palmetto Bay Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	January 24 <sup>th</sup> , 2017 10:00am
Last Date for Submittal of Written Questions Prior to Proposal Due Date	January 27 <sup>th</sup> , 2017 3:30pm
<b>Proposals Due</b> Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	February 8 <sup>th</sup> , 2017 3:00pm or earlier

**END OF SECTION**

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

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

Each Contractor submitting a proposal (Contractor) shall meet the terms and conditions of the Request for Proposals (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

### **3.01 Errors and Omissions in RFP**

Contractors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Contractors are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the RFP 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 proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

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

Oral information is not binding 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.

Last date for question submittal is Friday, January 27th, 2017 at 3:30pm.

### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, 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 RFP for proposal purposes. The Department will make reasonable efforts to notify Contractors in a timely manner of modifications to the RFP. 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 proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

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

A Contractor may withdraw its proposal, without prejudice prior to the time specified for the proposal 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 proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Contractors who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Contractors or their representatives are invited to be present at the opening of the proposals.

### **3.05 Revision of Proposal**

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 RFP 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, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; 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 RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFP 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 RFP.

### **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?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation 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, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein Contractor solicitation is exempt from the Contractor 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 RFP.

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 risk.

### **3.10 Certification:**

The signer of the Response (to this RFP) must declare by signing all the required forms Contractor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Contractor List
3. 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/Independent Affidavit
9. Ownership Disclosure Affidavit



10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Contractor Past Contract Disqualifications
13. W-9

### **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. If in the event that additional information is needed due to a public request and the Village does not have that information on file, the Contractor will be responsible to have the information available for the Public Request under Section 119 of F.S. Public Record statute.

### **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 - \$3,000,000 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 Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the 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 services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Service Department, 9495 S.W. 180 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 RFP package.

### **3.16 Submittal of One Proposal Only**

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

### **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 proposal. 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 solicitation to which Contractor took exception. Failure to comply may be cause for rejection of the proposal.

### **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 Litigation**

All Contractors 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 sub-Contractor has been involved in within the last three (3) years.

### **3.21 Sub-Contractor**

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

### **3.22 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 solicitation and the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals or sub-contractor. 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.

### **3.23 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.

### **3.24 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?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 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.

### **3.26 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.

### **3.27 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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.

### **3.28 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

### 4.00 Scope of Work

The Village of Palmetto Bay is seeking qualifications from Design/Build Teams for design and construction of Franjo Road complete street infrastructure improvements generally from the right of way of US-1/ S. Dixie Highway to SW 184<sup>TH</sup> Street. Downtown Palmetto Bay lies on the eastern border of the Village, and it is encompassed by US-1 to the West and approximately SW 94th Avenue to the East, with Richmond Drive to the North and Eureka Drive to the South. With this project, Palmetto Bay expects to experience significant growth in its downtown corridor as the Village seeks to create an environment that will attract investment to its downtown area and serve as a catalyst for the redevelopment of what is now a cluster of underutilized and neglected public streets and private properties.

The scope of work on Franjo Road includes full reconstruction of 2,850 linear feet on Franjo Road from SW 184<sup>th</sup> Street to the right of way of US-1 and construction of (3) new streets SW 178<sup>th</sup> Street, SW 179<sup>th</sup> Street and 95<sup>th</sup> Avenue (Park Drive) and (1) renovation to existing street which is SW 180<sup>th</sup> incorporating a new bike lane and street parking as required ROW to create new street grid. Reconstruction and design of the roadway infrastructure improvements to include, Franjo Road from SW 184<sup>th</sup> Street to the right of way of US-1, (1) traffic circle / roundabout, bike lane, new streets SW 178<sup>th</sup> Street, SW 179<sup>th</sup> Street and Park Drive, installation of turn lanes, paver on street parallel parking, and pedestrian circle. All streets will include bike lanes except for 179<sup>th</sup> Street. Additional infrastructure improvements will include new Americans with Disabilities Act-compliant curb ramps, decorative paver sidewalk pattern upgrades, repairs to damaged driveway aprons, new striping and paver crosswalks with Palmetto Bay inset, installation of street lights including conversion of non-historic streetlights to LED lights, signage improvements (entryway signage), landscaped medians, clock tower, information kiosk, and street furnishings. Details of recommended improvements are categorized in the table below.

Hardscape	Widened sidewalks, dedicated bike lanes, brick pavers, crosswalks, intelligstreet light posts, furnishings, bollards
Drainage	Will be tied to the main sewer lines and go straight to sewer

Street Improvements	reconfigured streets with landscaped center island, on-street parking, pay stations, detailed crosswalk with LED lights & stencil paint “Village of Palmetto Bay”, street signage & wayfair signs
Infrastructure Improvements	Watermain extension, specific sewer lateral upgrades, undergrounding utilities on Franjo Rd. and underground power lines
Transit Stops	bus shelters with solar panel roofs, bus storage for local commuter bus, integration with MOTA bus system, signage (OPTIONAL)
Landscaping	removal, relocation, new landscaping and irrigation according to design using cisterns, street lights using intelli-system lighting, water feature near Park Drive and LED lighting features
Traffic Circle	new traffic circle to create a focal point at the intersection of SW 181 <sup>st</sup> Terr and Franjo Rd. with contrasting pavers, landscaping, lighting and plumbing for future water feature.

#### 4.01 Project Goals

The Village of Palmetto Bay intends to procure a design-build team to design and construct the Project with emphasis on the following goals:

- To provide high-quality infrastructure for Village residents and travelling public
- To use sound engineering and construction principles to evaluate innovative approaches and cost saving measures to optimize the available resources
- To use expertise of the design-build team to achieve schedule efficiencies to complete construction in 2018

#### 4.02 Preliminary Engineering Information

In support of the project, Village administration has performed limited preliminary design work to assist the design-build team selected for the project. These documents are preliminary in nature. The selected Design-Build team is expected to perform reasonable due diligence to confirm the accuracy of the information. Any concerns regarding the information should be reported to the Village. All teams responding to the Request for Qualifications have access to the preliminary documents. A list of those documents is included in this RFP as Appendix “A” “INDEX OF REFERENCE INFORMATION DOCUMENTS” and Exhibit 1A. Electronic copies of the documents may be obtained at [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) under Bids & RFP’s just choose this solicitation and the .pdf’s are there for the actual solicitations and all of Appendix A and Exhibit 1A. Any addendums to this solicitation will be posted there as well.

#### 4.03 Submittal of Design-Build Proposal and Qualifications

a. Qualifications/Project Experience:

i. The Design-Build Team shall demonstrate their capabilities and competence in providing design/build services for roadway and complete street infrastructure improvements. The team shall demonstrate their capabilities both in their respective fields but also as a team. Include a summary of similar projects for the last five (5) years. Each summary shall describe unique contributions by the Design/Build Team including, but not limited to: design and construction expertise, evaluation of different construction methods or approaches, schedule efficiency and cost savings. Highlight participation by key staff that will be assigned to this Project. Submittals shall also include experience in the design-build methodology in context with roadway and complete street infrastructure projects. Each project description shall contain at a minimum the following information:

1. Introduction Letter;
2. Contact Information (including phone number);
3. Experience with a minimum of 5 years;
4. Financial Stability;
5. Litigation History;
6. Insurance Requirement;
7. All Documents in Section 6.0; and
8. Addenda Acknowledgement

ii. The Design/Build Team shall include a registered Professional Engineer licensed in the State of Florida that is familiar with FDOT, Miami-Dade County, and Village of Palmetto Bay specifications and regulations. Proposals shall include any experience your firm has with necessary permitting, schedule negotiation, and compliance with industry requirements.

iii. The Design/Build Team shall include a registered Land Surveyor licensed in the State of Florida for surveying services including but not limited to:

1. Document preparation necessary for acquisition of easements and/ or right of way;
2. Field Surveys; and
3. Horizontal and Vertical Control.



iv. The Design/Build Team shall be authorized to work in the State of Florida and the Village of Palmetto Bay.

b. Project Approach:

The Design/Build Team shall demonstrate an understanding of design/build contracting and present a brief summary of the Design/Build Team's approach to accomplishing the work under a Design/Build contract. Include a description of the largest hurdles that you believe the Design/Build team will have to overcome on the project and how you intend to proactively address these challenges.

c. Key Project Staff:

Provide a detailed resume for all key project staff members. Include a description of their roles based on your current understanding of the project scope. Explain the role of the firm's ownership in the project organization.

d. Safety Record:

Provide the Design/Build Team's OSHA reportable accident rate and current workmen's compensation multiplier (modifier factor) for the last ten years.

e. Possible Subcontractors:

Based on your understanding of the work, provide a list of possible subcontractors (i.e., structural, etc.). Describe projects that the Design/Build Team and subcontractors have performed in concert. Provide references for similar work in which these subcontractors have worked for your company.

f. Guarantees:

Explain the nature of, and how your firm will convey the following guarantees to the owner:

1. Price guarantee;
2. Improvements performance guarantee; and
3. Contract performance guarantee.

g. Experience:

Detail any experience that your Design/Build Team has working with FDOT, Miami-Dade County and the Village of Palmetto Bay. Include any experience your Team has in permitting, schedule negotiation, and compliance with each above mentioned agency requirements.

h. Financial Statement: (WILL BE COLLECTED IF SHORTLISTED – PHASE II PRESENTATIONS)

Provide in a separate, sealed envelope a recent financial statement (audited, if possible) including balance sheet and income statement showing the items listed below. This information will be reviewed by Village Attorney after short-list is determined.

1. Current assets;
2. Other assets;
3. Current liabilities;
4. Other liabilities; and
5. Fixed equipment and assets.

i. Bonding Reference: (WILL BE COLLECTED IF SHORTLISTED – PHASE II PRESENTATIONS)

Provide the name, address and phone number of the Design/Build Team's bonding agent. Provide a letter from the bonding agent indicating the Design/Build Team's bonding capacity is adequate to undertake this work. Customary bonds will be required for the Design/Build Team for this Project. The Design/Build Team shall furnish all required bonds in a form acceptable to the Village.

j. Insurance Reference:

Provide the name, address and phone number of the Design/Build Team's insurance agent(s). Provide a certificate of insurance outlining coverage and policy limits. The Village and Engineer must be listed as an additional insured. Can this coverage be extended for work on this Project? Can coverage be increased? Are there any current claims that will affect coverage limits available to the Village for this Project?

**END OF SECTION**

## **SECTION 5**

### **5.0 Evaluation and Selection Process**

#### **Selection Committee**

In ranking the proposals, the Village will appoint examiners to review all the submittals based on the evaluation criteria. The appointees will be from the Village of Pinecrest, Director of Public Works, staff Corrice Patterson, Public Service Director, staff Greg Martinez, Architectural Renderer and we will select one Palmetto Bay resident at large. The examiners will individually rank each proposer based on the experience and qualifications of the proposing team, evidence of the proposer to comply with a design specified in the project scope, insurance requirement, all documents in Section 6.0 and acknowledgement of addenda received. The highest ranked companies will be short listed and invited for an oral presentation to the Council. The Council in turn will evaluate proposed conceptual design, methodology in the presentation to complete project, price sheet, and timeline of project completion. The bid bond of 5% will also be turned in as well. The Council will score based on those elements. At the end of Councils approval both the examiners scores plus the Councils scores will be tallied and whichever Company scores the highest shall be forwarded to the Village Manager at which time he will receive the recommendation to award.

### **5.1 Evaluation**

All Proposals submitted in response to the RFP will be reviewed and evaluated to ensure Respondents meet the minimum technical requirements as provided below. Proposals not meeting the minimum technical requirements will not be given further consideration. Information contained in the RFP shall be clear and concise and shall sufficiently document the Respondent's qualifications and experience which allows the Village to determine compliance with the minimum technical requirements.

The minimum technical requirements are:

- A. Experience of the firm and contractor- must show evidence of prior design and construction experience on governmental projects. Indicate the firm's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted. Contractors must submit all Licenses and certifications attained by Miami-Dade County, State of Florida and/or any governmental entity.

Proposer shall provide its current work load for the next six months and available staffing plan.

B. Personnel- qualifications, experience and commitment of assigned staff. The project manager, lead architect, project superintendent and key support staff assigned to the project must be specifically identified, and their specific roles delineated.

C. Project Implementation- demonstrate ability to design and develop the project of a similar magnitude within budget and on schedule. Respondents shall provide a list of no more than two (2) projects out of the five (5) references showing the size and purpose of the facility, projected versus actual schedule, and estimated to actual project costs.

Once Proposals are reviewed and determined to have successfully met the minimum technical requirements as provided above, the Village will organize a Selection Committee to evaluate the remaining Proposals in accordance with the Evaluation Criteria set forth below. **(Total Available Points-80 for evaluation and 20 Available Points for Presentations)**

EVALUATION CRITERIA EXAMINERS'	MAXIMUM RATING POINTS
1. Evidence of the architect/engineer part of the team's ability to perform the work as indicated by profiles of principals and staff's professional and technical competence and experience.	10
2. Evidence of the Contractors' ability to comply with a design specified in the project scope	15
2. Evidence of the Contractor's ability to perform and complete the construction as indicated by its technical competence, experience and the ability to complete the project on schedule	20
3. Capability and capacity to provide the required professional services for all required components	10
4. Approach to design, organization of the design-build team, construction administration, and construction activities with specific attention to previous coordinated effort between team members.	5
5. Experience based on (5) references submitted with the same level of magnitude for this project	10

6. Quality and appropriateness of design and engineering, as evidenced by similar projects. Points shall also be awarded to firms who have received awards for their design(s) and are FDOT certified	5
7. The quality of the references, their relevancy to the scope of services and the degree to which the reference checks provide affirmation of the Respondent's competence and appropriateness for the project	5
Total Points not to exceed 80 pts	

PRESENTATION CRITERIA FROM COUNCIL	MAXIMUM RATING POINTS
1. Does the presentation capture the vision that we have set forth on the preliminary renderings?	10
2. Time line of project completion	5
3. Price Sheet	5
4. Bid Bond of 5%	check
Total Points not to exceed 20 pts	

**5.2 Pre-Proposal Meeting:**

A pre-proposal meeting will be held on **Tuesday, January 24th, 2017 at 10a.m.** local time. The pre-proposal meeting shall be held at the **Village of Palmetto Bay Municipal Hall, 9705 E. Hibiscus Street**, Palmetto Bay, Florida 33157. Visits to the project site if needed shall be conducted at the conclusion of the pre-proposal meeting.

**It is highly recommended to attend the pre-proposal meeting based on the magnitude of the project set forth**

At the pre-proposal meeting, representatives of the Village will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the Village at least five (5) business days prior to the pre-

proposal meeting will be addressed. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the Village may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the Village deems appropriate for clarification and will be provided to all who attended the pre-proposal meeting, as documented by the signature and contact information provided on the sign-in sheet.

### 5.3 **Preparation of Proposals:**

1. Contractor will need to provide (5) copies, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked “Roadway and Complete Infrastructure Improvements (Franjo Road Project)” RFP 1617-11-003 to include the name of company, address, contact person and phone number. The package with the proposals inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Contractors are reminded that it is the sole responsibility of the Contractor to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on February 8<sup>th</sup>, 2017**. The Village’s time/date stamp will be considered as the official time. Failure of a Contractor to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Contractor to be deemed non-responsive and the Proposal shall not be considered for award.

3. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Contractor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by the Contractor to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Contractor and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and

attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

#### **5.4 Preparation of Proposals:**

##### ***1. Introduction Letter***

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principal office, number of years in business and size.

##### ***2. Experience***

Contractor shall have a minimum of five (5) years of successful experience in providing design and build from the ground up. A summary of the most recently awarded and constructed comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the company owner and/or representative, address, a contact/reference person with phone number, and email contact information. Contractor/Contractors shall provide five references for the jobs summarized.

##### ***3. Financial Stability***

Contractor shall demonstrate financial stability. Contractor shall provide a statement of the Contractor's financial stability, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

##### ***4. Litigation History***

Contractor shall provide a summary of any litigation or arbitration that the Contractor/Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Contractor/Contractor it determines to be excessively litigious.

### **5. Insurance Requirement**

Contractor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Contractor is able to obtain the required insurance and that Contractor shall add the Village as an additional insured.

### **6. All Documents in Section 6.o**

Must submit all the required documents as stated on this RFP which will be located in Section 6.o of this proposal.

### **7. Addenda**

The Contractor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Contractor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

(FOR SHORTLISTED PROPOSERS' GOING INTO PHASE II – PRESENTATIONS WITH COUNCIL)

### **8. Price Sheet for Project (Exhibit 2)**

Contractor will fill in the cost detail sheet and submit with proposal.

- 9.** Contractor will provide the Bid Bond of 5% and the Bid Security form.
- 10.** Provide presentation with renderings. The completion percentage of renderings will be at the proposers discretion but we would like to see at least one piece of street at 80-100%, please use Exhibit 1A as a sample road.

**END OF SECTION**



## SECTION 6.o: Required Proposal Submittal Forms

### 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 Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the 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-Contractor 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>

**END OF SECTION**

## **REFERENCES**

Each proposal must be accompanied by a list of at ***least five (5)*** references, which shall include all the information requested below:

# VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Roadway and Complete Street Infrastructure “Franjo Road Project”  
Request for Proposals No. 1617-11-003

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

To Whom it May Concern,  
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We are providing you with this document the vendor is requesting that you provide the following reference information. We appreciate the information you feel is pertinent:

**Contracted Services Information:**

Scope of Work: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Would you enter into a contract with the Contractor/ Proposer in the future? \_\_\_ Yes \_\_\_ No

Were the services provided acceptable and of quality standards: \_\_\_ Yes \_\_\_ No

Was the Contractor/Proposer responsive to your requests and resourceful with the task? \_\_\_ Yes \_\_\_ No

Did the Contractor keep you fully informed of any updates and/or concerns related to the contracted services? \_\_\_ Yes \_\_\_ No

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

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

**Comments:**

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

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

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

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

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

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**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 RFP and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or subcontract 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 proposal 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 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: \_\_\_\_\_

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 Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (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 Proposal 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 Proposal 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: \_\_\_\_\_

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.)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

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

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

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

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

By \_\_\_\_\_

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 Proposals or applies to Proposal 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: \_\_\_\_\_

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

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

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

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

WITNESS my hand and official seal

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

NOTARY PUBLIC  
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

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

**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 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

The Rehabilitation Act of 1973, 29 USC Section 794;

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

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

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

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

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

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

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

ACKNOWLEDGMENT

State of Florida

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

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

WITNESS my hand and official seal

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

NOTARY PUBLIC  
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

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

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

Contractor or Proposer 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 Contractor or Proposer, 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor or Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Proposer recognizes that with respect to this transaction or bid, if any Contractor or Proposer 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 Contractor or Proposer 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, Contractor or Proposer completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of 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 FOLLOWING 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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Contractor, 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

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

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

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

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

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

ACKNOWLEDGMENT

State of Florida

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

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

WITNESS my hand and official seal

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

NOTARY PUBLIC  
SEAL OF OFFICE:

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

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

\_\_\_\_\_  
(Type of Identification Produced)

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



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

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Contractor/Proposer),  
hereby acknowledge and agree that we, as the Prime Contractor for Village of Palmetto Bay,  
Village of Palmetto Bay \_\_\_\_\_, RFP# **1617-11-003**, 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: \_\_\_\_\_

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 as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

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

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida

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

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

WITNESS my hand and official seal

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

CONTINUED ON FOLLOWING PAGE

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Contractor/Proposer 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: \_\_\_\_\_

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 ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on [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 7.0: Other Forms**

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

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

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Roadway and Complete Infrastructure Improvements (Franjo Road Project)  
RFP No. 1617-11-003 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).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please sign and initial all (2) copies of the Contract and return to our office within ten (10) consecutive days for final execution by the Owner an original executed contract will be mailed to you.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

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

TO: \_\_\_\_\_  
Contractor/Proposer

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Roadway and Complete Infrastructure Improvements (Franjo Road Project)  
RFP No. 1617-11-003 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 \_\_\_\_\_, 2017. Completion date shall be \_\_\_\_\_, 2017.

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,

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

## BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Roadway and Complete Infrastructure Improvements (Franjo Road Project) (RFP No. 1617-11-003).

Company:

\_\_\_\_\_

Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title/Position:

\_\_\_\_\_

### TO THE VILLAGE OF PALMETTO BAY:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum \_\_\_\_\_ of

\_\_\_\_\_ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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



**SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ .**

Federal Tax I.D.# \_\_\_\_\_

CONTRACTOR License I.D.#: \_\_\_\_\_

Principal \_\_\_\_\_ Surety \_\_\_\_\_

## BID BOND

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

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

**VILLAGE OF PALMETTO BAY (the "Village")  
Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")**

for said Village, and;

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

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

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

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)

By:  
  
(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).

## PERFORMANCE BOND

---

**PROJECT TITLE: Roadway and Complete Infrastructure Improvements Franjo Road (the "Project")**

**CONTRACTOR :**

**CONTRACT NO: 1617-11-003**

**CONTRACT DATED:**

---

STATE OF § \_\_\_\_\_

§ \_\_\_\_\_

\_\_\_\_\_ COUNTY OF

§ \_\_\_\_\_

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

WHEREAS, the Principal has entered into a certain written Contract with Oblige, dated the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of the **Roadway and  
Complete Infrastructure Improvements - Franjo Road (the "Project")**, which Contract is  
by reference made a part of this Bond.

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

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

- (1) Complete the Contract in accordance with its terms and conditions; or

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

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: \_\_\_\_\_

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: Roadway and Complete Infrastructure Improvements -  
Franjo Road (the "Project")**

**CONTRACTOR :**

**CONTRACT NO: 1617-11-003**

**CONTRACT DATED:**

---

STATE OF § FLORIDA

COUNTY OF  
§ MIAMI-DADE

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

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")**, 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:

\_\_\_\_\_



**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: **Roadway and Complete Infrastructure Improvements - Franjo Road (the “Project”)**

Request for Proposal#: 1617-11-003

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

STATE OF FLORIDA,  
COUNTY OF DADE:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of \_\_\_\_\_ doing business in the State of Florida, hereafter called Contractor.
  
2. The Contractor for and in consideration of payment to the Contractor in the amount of \$\_\_\_\_\_, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor’s right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
  
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor’s Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
  
4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.
6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

\_\_\_\_\_(Seal)

Contractor

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

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

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

State of Florida,  
County of Dade:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/she took an oath, and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Print Name of Notary Public

## CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay  
Project: **Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")**

RFP# 1617-11-003

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

STATE OF FLORIDA,  
COUNTY OF DADE:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of \_\_\_\_\_ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of final payment to the Contractor in the amount of \$ \_\_\_\_\_, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.
4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.
  
6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

\_\_\_\_\_(Seal)

Contractor

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

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

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

State of Florida,  
County of Dade:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/she took an oath, and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Print Name of Notary Public

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")**

Invitation to Bid#: 1617-11-003

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

WHEREAS, the Undersigned \_\_\_\_\_ in consideration of payment in the amount of \$\_\_\_\_\_ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: \_\_\_\_\_(Seal)

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

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

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

State of Florida,  
County of Dade:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/she took an oath, and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Print Name of Notary Public

## WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay  
Project: **Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")**

Invitation to Bid#: 1617-11-003

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

The Undersigned \_\_\_\_\_, for and in consideration of the final payment in the sum of \$\_\_\_\_\_, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.
2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.
3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company: \_\_\_\_\_(Seal)

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

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

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

State of Florida,  
County of Dade:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/she took an oath, and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Print Name of Notary Public

**SECTION 8.o: Exhibits**

**VILLAGE OF PALMETTO BAY**

***Roadway and Complete Infrastructure Improvements - Franjo Road (the "Project")***

**CONTRACTUAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Contractor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on \_\_\_\_\_, and

WHEREAS, Contractor submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Contractor and agreed to enter into an Agreement with Contractor to perform the services described in the RFP and Contractor's Proposal submitted in response to the RFP ("Project"),

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

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the Village for RFP Roadway and Complete Infrastructure Improvements – Franjo Road (the "Project") No. 1617-11-003 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Contractor dated \_\_\_\_\_. (Exhibit 2).



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

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2      Scope of Work

A. Contractor agrees to provide the Design/Build (hereinafter inclusively referred to as the “Project”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

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

Article 3      Qualifications

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

Article 4      Payment and/or Fees

The Contractor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Service Department, 9495 SW 180 Street, Palmetto Bay, FL 33157.

## Article 5      Reports

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

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

## Article 6      Termination

### **A. Termination/Cancellation of Contract Without Cause**

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

### **B. Termination Because of Default**

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

Article 7      Hold Harmless and Indemnification of the Village

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

Article 7      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until final inspection by the Village.

Article 8      Audit and Inspection Rights

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

Article 9      Federal and State Tax

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

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

Article 10      Indemnification

Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or sub-Contractors. 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 issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11      Insurance

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

- Comprehensive General Liability - \$3,000,000 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 Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

Article 12      Modification/Amendment

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

Article 13      Severability

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

Article 14      Governing Law

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

Article 15      Waiver

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

Article 16      Notices/Authorized Representatives

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

Village:

Contractor:

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

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

Article 17      Independent Contractor

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

Article 18      Assignment

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

provision of this Contract and the Contractor shall be responsible and indemnify the Village for all Sub-Contractor's acts, errors or omissions.

Article 19     Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Contractor, corporation, individual or Contractor, other than a bond fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20     Attorneys Fees

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

Article 21     Conflict of Interest

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

Article 22     Binding Effect

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

Article 23     Entire Agreement

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

Article 24     Captions and Paragraph Headings

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



Article 25     Joint Preparation

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

Article 26     Counterparts

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

Article 27     Exhibits are Inclusionary

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

Article 28     Jurisdiction And Venue

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

Article 29     Sovereign Immunity And Attorney's Fees.

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

Article 30     Permits, Licenses and Filing Fees

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

Article 31     Safety Provisions

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

Article 32      Public and Employee Safety

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

Article 33      Preservation of Village Property

The Contractor 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 Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Article 34      Immigration Act of 1986

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

Article 35      Contractor Non-Discrimination

In the award of subcontracts or in performance of this work, the Contractor 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.

Article 36      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Contractors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Contractor and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of

Contractor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Contractor or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

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

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

Article 37     Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38     Miscellaneous Provision

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

Continued on next page.

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

OWNER

CONTRACTOR

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

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

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva  
Print Name

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

Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

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

\_\_\_\_\_  
Village Attorney

## **APPENDIX “A”**

### **REFERENCE INFORMATION DOCUMENTS**

**\*\* Available as a separate .pdf file – will be included in our website under BID’s & RFP’s or you can request it by emailing LPittser@Palmettobay-fl.gov.**

**TO BE SUBMITTED WITH PRESENTATION**

**PHASE II (SHORT LISTED PROPOSERS)**

**PRICE SHEET FOR PROJECT - *Roadway and  
Complete Infrastructure Improvements (Franjo Road)***

(1) LUMP SUM \$ \_\_\_\_\_

(2) Optional Items \$ \_\_\_\_\_

**Total Project: \$ \_\_\_\_\_**

(3) Estimated weeks to Complete \_\_\_\_\_