



REQUEST FOR PROPOSAL

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

TITLE:

Design-Build - Pickleball Center

RFP NO.:

2024-12-015

DUE DATE:

**Friday, June 28th, 2024 on or before 10:00 a.m. EST
(Municipal Building)**

ISSUED: Tuesday, May 28th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov



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SECTION 1.0: Advertisement**REQUEST FOR PROPOSAL (RFP)****Design-Build – Pickleball Center****No. 2024-12-015**

The Village of Palmetto Bay is seeking proposals from a Design-Build Construction Team to provide all labor, materials, furniture, fixtures and equipment, and provisions necessary to produce final designs, construction documents and turn-key construction of a full service Pickleball Center which services are to be provided with certain specific performance measures defined by this RFP. The Village will **receive sealed proposals no later than 10:00 a.m.** on or before **Friday, June 28th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **“Design-Build – Pickleball Center RFP# 2024-12-015”**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE**. A proposal guaranty in the amount of five percent (5%) of the proposal must accompany each proposal in accordance with the Request for Proposal (RFP). The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A pre-submission meeting is scheduled for **Tuesday, June 11th, 2024, at 10:00 a.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Tuesday, May 28th, 2024**. All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY (“Village”)

Design-Build – Pickleball Center (the “Project”)

General Comments:

The Village is seeking proposals from a Design-Build Construction Team to provide all labor, materials, furniture, fixtures and equipment, and provisions necessary to produce final designs, construction documents and turn-key construction of a full service Pickleball Center to include a minimum ten (10) USA Pickleball Association (USAPA) rated pickleball courts with LED lighting, building to accommodate office/pro shop, service counter and restrooms, pavilion and/or sheltered rest/congregation area, required public art and lighted parking lot. This facility shall be designed to fit within the footprint of the Village-owned vacant parcel (Folio No. 33-5033-000-0862) of approximately forty thousand four hundred seventy-five (42,475) sq. ft. in size.

The Village's Code of Ordinances Section 5-75 specifies that the Village architectural design style is Florida Vernacular Style which should invoke a coastal architectural style.

The Village's Code of Ordinances further requires all government-owned development projects within the Village's Downtown Zoning District shall achieve baseline third-party certification, such as LEED, ENERGY STAR for Buildings, National Green Building Standard, Florida Green Building Coalition, or other similar organizations (Section 30-50.23.5.02). All new construction shall comply with certain minimum Green Building Requirements. The minimum Green Standards as specified in Section 5-56 of the Code of Ordinances are listed below, as applicable.##

Minimum ten (10) USAPA rated/sanctioned courts:

- Thirty-four feet by sixty-four feet (34' x 64') area per court: court size forty-four feet by twenty feet (44' x 20') with safe out of play area (seven feet (7') each side/ten feet (10') backline to fence line). Minimum square feet needed is twenty-one thousand seven hundred sixty (21,760).

Building:

- Minimum size: eight hundred (800) square feet to include male/female/family restrooms (number to be determined by the Florida Building Code), office, pro shop/POS counter; air-conditioning; icemaker/vending area, storage and telecommunications closet.

Shaded Rest/Congregational Area:

- Minimum eight hundred (800) square feet with roof to protect against elements, seating to accommodate those resting or awaiting court time.

Parking Lot:

The Village desires a minimum of forty (40) on-site parking spaces. All parking shall meet the requirements of Section 30-50.23.2.08 and Section Sec. 30-70.5 of the Village Code of Ordinances.

Green Building Standards:

The Project shall meet the Minimum Green Standards as specified in Section 5-56 of the Village Code of Ordinances:

(a) All new development, remodels, and tenant improvements for commercial, mixed-use and government projects shall comply with the following requirements of the Village Code, as applicable, regardless of whether green LEED certification is sought. Where this subsection references another portion of the Village's Code, the applicability provisions of that section shall be used to determine applicability. These provisions shall be required in all government, commercial and mixed-use remodeling, renovation, expansion or new construction projects, provided however, that the remodeling, renovation, or expansion does not involve the specific standard listed below, that standard need not be complied with. By way of example, if the parking lot is being resurfaced, subsections (b)(1) and (2), listed below shall not be required. Staff shall review the plans to determine whether the other subsections need to be complied with due to the specific item being remodeled, expanded, or renovated. Waiver of the minimum requirements may be obtained administratively from the building official and planning and zoning director provided an economic or physical hardship is shown causing more than a ten (10) percent increase in cost of construction and/or physical impracticability of implementing these minimum green standards.

(b) The minimum standards are as follows:

(1) Permeable surfaces. All development project(s) identified at subsection (a) above that modifies the landscaping or hardscaping of the site shall comply with all applicable requirements relating to storm drainage and stormwater runoff and landscaping/paving as provided in the village's land development code. Permeable surfaces reduce the amount of water that enters the canals and ocean through the storm drain system. Stormwater typically carries pollutants such as automobile fluids, garden fertilizers, herbicides, pesticides and animal waste. When retained on-site, the water is treated through natural processes in the soil. Capturing stormwater also increases aquifer recharge. Permeable paving surfaces need regular maintenance to remain effective. Applicants are to show and label permeable and non-permeable surfaces on plans.

(2) Water conservation. All projects shall comply with all applicable requirements relating to xeriscape landscaping requirements, irrigation and water conservation as provided under [Division] 30-100 of the Village's land development code. The use of drought tolerant plants use less water than exotic plants and are generally less susceptible to pests and disease. There is a wide variety of native Florida plants and applicant should refer to the Village's landscaping requirements, and the Florida Friends and Neighbors Program. Applicants are to avoid inadvertently over watering by planting in hydrozones, appropriately grouping plants by their water need. Irrigation systems shall be drip style irrigation systems where practical, should be appropriately sized, and also have timers to prevent over watering or watering during water restriction periods (South Florida Water Management District Emergency Water Restriction Regulations). Water is a scarce resource that need to be protected in order to maintain a balance between our sensitive regional ecosystem and future economic growth. Applicant is to document compliance on landscaping plans.

(3) Surface parking areas. Projects shall comply with all applicable parking requirements, including, but not limited to bicycle parking requirements. Remodeling projects are encouraged to install bicycle rack parking. All sites are encouraged to install at least five (5) percent parking for high efficiency cars and label the parking for such purposes. This five (5) percent shall be included within the total of required parking spaces as provided under Division 30-70.

(4) Water saving features. Projects shall comply with applicable requirements for utilizing low-flow faucets and water closets where possible (for example: dual flush water closets), and are encouraged to install low-flow shower heads. This provision applies to all structures and modifications to bathrooms, kitchens, etc. The maximum rate for low-flow faucets is one point six (1.6) gallons per minute. The maximum rate for shower heads is two point five (2.5) gallons per minute. These fixtures will reduce the per capita water consumption levels. Applicants must note compliance on submitted plans.

(5) Recyclable materials storage. All new or modified projects shall administer a recycling program on-site and comply with all applicable requirements relating to solid waste and recyclable materials and solid waste recycling. This provision provides convenient access to recycling facilities and encourages building occupants to utilize the county's recycling programs to their fullest. Projects shall comply with the minimum solid waste and recyclables storage requirements. Applicant shall demonstrate collection and storage area(s) on submitted plans for new structures.

(6) Energy efficient outdoor lighting. Projects shall comply with all outdoor lighting requirements of the Village Code. Outdoor lighting should be designed to prevent glare, light trespass, and sky glow as much as possible. Permanently installed lighting should not blink, flash or be of unusually high intensity or brightness. Exterior lighting must be energy efficient and shielded so that all glare is confined within the boundaries of the site. Applicants should consider using "LED lighting" to illuminate objects (spotlighting) or specific areas (floodlighting) surrounding the exterior of the building. L[ED] bulbs available for standard fixtures vary in brightness from less than fifty (50) lumens up to about one thousand (1,000) lumens. Energy efficient outdoor lighting lasts longer than incandescent bulbs, saves energy and money, and light spillage is reduced. Applicant shall document compliance on submitted plans for new structures and where modifications to outdoor lighting are being undertaken.

(7) Other electrical usage efficiency requirements. All projects shall install high efficiency air conditioning filters. Additionally, the project shall be inspected to confirm the use of compact fluorescent lights, high efficiency fluorescent lighting, and LED lighting, which shall be documented on the plans, and confirmed use during final inspection. Either a heat recovery unit or a tank-less water heater(s) shall be installed on-site. The heat recover[y] unit would allow for the recycling of heated water from the air-conditioning unit to be connected to the hot water heater, thus decreasing energy consumption. Alternatively, a tank-less water heater system shall be installed, which also decreases energy costs relating to hot water heaters. Alternatively, dehumidifiers for air conditioning units may be installed, as the dehumidifier would decrease energy consumption associated with cooling a project. Additionally, on all new construction and/or major renovations/remodelings, the project applicant shall be required to provide roof-top hook-up for future installation of solar water heaters or panels. A photovoltaic module or photovoltaic panel is a packaged interconnected assembly of photovoltaic cells, also known as solar cells. The photovoltaic module, known more commonly as the solar panel, is then used as a component in a larger photovoltaic system to offer electricity for commercial and residential applications. Because a single photovoltaic module can only produce a limited amount of power, many installations contain several modules or panels and this is known as a photovoltaic array. A photovoltaic installation typically includes an array of photovoltaic modules or panels, an inverter, batteries and interconnection wiring. As technology progresses photovoltaic applications, including size and methodologies, shall progress. Therefore, the hook-up for such technology should be required on the roof-top of new construction and major remodelings. The mechanism for providing the actual photovoltaic energy should be left to the project applicant.

(8) Drywall insulation requirements. Mold resistant drywall shall be installed, which shall ensure environmental and health safety of the occupants. Instead of the traditional paper facing for the inner slabs of gypsum, fiberglass mat or other suitable material is substituted. The main benefit of mold resistant drywall is that moisture doesn't have the chance to feed on the organic materials which comprise paper-backed drywall. Over the past few years, toxic mold has become a nightmare for builders, insurance and real estate companies and manufacturers of construction materials. Mold resistant drywall can contain a biocide, from the blue face paper to the brown paper backing, to fight against mold and mildew. These new panels are an improvement over "greenboard," a moisture-resistant drywall used for non-water-bearing walls in bathrooms and kitchens. With greenboard, moisture can penetrate the board's core, where mold and mildew can grow. This provision shall not preclude the use of "durarock" type installations where recommended by the project architect. In high-humidity South Florida, mold is an ever occurring issue that may be better regulated with the use of mold resistant drywall, thus possibly reducing mold related health issues for the project's occupants.

(9) Window installation. Energy efficient windows shall be installed on the south and west elevations of any project with windows on the south and west portions of the proposed project. The windows shall comply with the FBC and provide at least an R4-1 rating level. Most solar heating occurs from the southern and western exposure of the property. Using such technology shall decrease electrical usage relating to cooling costs. An R-value measures the resistance to heat flow of a material. U-value measures heat conduction thru a material.

(10) Interior paints and wood finishes. Projects are encouraged to use interior paints and wood finished with low volatile organic compounds levels that do not exceed fifty (50) grams per liter flat, or one hundred fifty (150) grams per liter non-flat. This shall be noted on the approved plans. This provision applies to all projects, including tenant improvements. Low Volatile Organic Compounds (VOC) paints and wood finishes are broadly available. Using these materials protects both workers and occupants from respiratory irritations that can be generated by VOCs. Most low-VOC paints marketed by paint manufacturers meet the threshold of fifty (50) grams (or less) per liter for flat paints, and one hundred fifty (150) grams per liter (or less) for non-flat paints. Compliance should be noted on applicant's plans. Receipts should be retained to document compliance to the village. This requirement shall be inspected during permitting.

(11) Energy Star appliances. Appliances provided in commercial and mixed-use projects, as appropriate, are encouraged to use Energy Star

qualified appliances. This provision applies to all new, modified, or remodeled structures. Energy Star qualified appliances incorporate advanced technologies that use [ten to] fifty (50) percent less energy and water than standard models. They are widely available from all major brands.

(c) Failure to comply with these minimum standards of subsection (b)(1)—(9) shall result in the denial of building permits, certificate of use, certificate of occupancy, as applicable, until proof is provided that compliance with these mandatory provisions has been achieved. The compliance with the items referenced above shall only be required for new construction and/or remodeling as referenced herein and shall not require any retrofitting of existing facilities except in the areas of new construction and/or remodeling. Additionally, the project shall be subject to a five hundred and zero cents (\$500.00), per day, fine for failure to comply with subsections (b)(1)—(11) of the mandatory provisions.

Miscellaneous:

- Courtside benches, water coolers, bleacher seating facing one (1) court, on one (1) or both sides to effectuate a stadium court for tournament finals or exhibitions, walkways, signage, fencing, miscellaneous items.
- Section 30-160 of the Village's Code of Ordinances requires participation in the Village's Art in Public Places Program all government development projects shall provide for the acquisition of works of art equivalent in value to not less than one and one-half (1.5) percent of the construction cost of the project. The approval of the work of art proposed by the selected Team shall be through the Art in Public Places Board and Village Council.

Total Budget forecast for this project is One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). **Should, in the opinion of the Design-Build Construction Team, be that the total cost of this facility will likely exceed the Village budgeted allocation of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), the project will be designed in multiple phases to allow for additional/future funding. Likewise, in the opinion of the Design-Build Construction Team, that all desired components of the proposed Pickleball Center will not suitably fit within the subject property, recommendations will be proffered including but not limited to reducing the number of pickleball courts.**

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or posted to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Tuesday, June 18th, 2024, no later than 3:00 p.m. The Addendum will be posted by Tuesday June 18th, 2024, no later than 5:00 p.m. on Vendor Registry.

3.04 Addenda to RFP

The Village 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 Company having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the

proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer 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 unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

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

3.07 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will 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 an RFP;
- 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.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 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 act on account of any failure by a Proposer to observe any provision of this RFP.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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?nodelid=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal 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 Proposer and the Procurement Specialist regarding this proposal is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

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

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
 - Workers Compensation - Statutory Limits
 - Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
 - Errors and omissions or Company 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, and 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. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer 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 Proposer 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 Proposer 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. ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Proposal Only

No individual or business entity shall be allowed to make more than one proposal, or to be interested in more than one proposal.

3.18 Proposer Responsibilities

The Proposer shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Proposer's personal property, the Proposers' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 Exceptions to this RFP

Exceptions to Scope of Work shall be listed and explained on a separate page titled "Exceptions to Scope". This page shall then be attached 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.21 Property of the Village

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

3.22 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.23 Liquidated Damages

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

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

3.24 Litigation

Proposers 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 in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has

been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.26 Indemnification

The Proposer 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 at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer 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, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold

harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. 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, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.28 Protests, Appeals and Disputes

The procedures and requirements for proposal 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:https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?no_deld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.29 Force Majeure

The performance of any act by the Parties 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 personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.31 Work Delays

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. 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.

3.32 Proposal Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified 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 fifty thousand dollars and zero cents (\$50,000.00) a bid guaranty is not required.

The bid guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (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.

3.33 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent or broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. 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 fifty thousand dollars and zero cents (\$50,000.00) a surety bond is 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

SECTION 4.0: Scope of Services

4.01 Scope of Work

General

The Village is seeking proposals from a Design-Build Construction Team to provide all labor, materials, furniture, fixtures and equipment, and provisions necessary to produce final designs, construction documents and turn-key construction of a full service Pickleball Center to include a minimum ten (10) USPA rated pickleball courts with LED lighting, building to accommodate office/pro shop, service counter and restrooms, pavilion and/or sheltered rest/congregation area, required public art and lighted parking lot. This facility shall be designed to fit within the footprint of the Village-owned vacant parcel (Folio No. 33-5033-000-0862) of approximately forty thousand four hundred seventy-five (42,475) sq. ft. in size.

The Village's Code of Ordinances Section 5-75 specifies that the Village architectural design style is Florida Vernacular Style which should invoke a coastal architectural style.

The Village's Code of Ordinances further requires all government-owned development projects within the Village's Downtown Zoning District shall achieve baseline third-party certification, such as LEED, ENERGY STAR for Buildings, National Green Building Standard, Florida Green Building Coalition, or other similar organizations (Section 30-50.23.5.02). All new construction shall comply with certain minimum Green Building Requirements. The Minimum Green Standards as specified in Section 5-56 of the Code of Ordinances are listed below, as applicable.##

Current Location Condition

The Village possesses vacant land with the intention of specific development to build a full-service pickleball center.

Project Scope

Pickleball Courts

The pickleball courts shall be as specified by the USAPA a rated for tournament use. The Design-Build Construction Team should put forth pros, cons and recommendation as to the composition of the courts; e.g./ concrete, asphalt or clay.

These courts shall:

- Have an overall dimension of thirty-four feet by sixty-four feet (34' X 64') (two thousand one hundred seventy-six (2,176) sq. ft.) necessary to provide maximum out-of-play areas for player safety, as well as possibly aiding in light pole placements (seven feet (7') each side and ten feet (10') backline to fencing).
- Be painted in minimum two (2) coats of Plexi pave or equivalent using two (2) different colors of the Village's choosing for front court (kitchen) and backcourt, and with white lines painted in heavy bodied acrylic latex (option for third color for 'out-of-play areas').
- Include a USAPA specified/rating netting system and scoring device.
- Include nearby or side court benches/seating and access to water.
- Be illuminated for nighttime play specifying Musco LED Lighting or equivalent (see attached Sports Lighting Specifications).

Building

The Pickleball Center building shall include and/or house for the following:

- Concrete block structures (CBS) construction of a minimum eight hundred (800) square foot building with metal roof, air-conditioning and required infrastructure in compliance with all applicable codes.
- Male/female/family restrooms (number to be determined by the Florida Building Code).
- Pro Shop with POS counter, area to display equipment/supplies for sale.
- Office to accommodate one to two (1-2) staff members.
- Small vending area; ice machine.
- Controlled access to courts through pro shop only.
- Large windows to enhance visibility of courts/facility from pro shop.
- Telecommunications closet.
- Flooring shall be durable and low maintenance.
- Alarm/Security system.

Rest/Congregation Area

The Pickleball Center should include a large outdoor area for patrons to rest, congregate or awaiting court time, as follows:

- Construction of a minimum eight hundred (800) square foot relaxation area.
- Cover to protect against the elements.
- Appropriate seating

Parking Lot

Incorporate adequate parking for facility users and guests to include:

- The Village desires a minimum of forty (40) on-site parking spaces. All parking shall meet the requirements of Section 30-50.23.2.08 and Section Sec. 30-70.5 of the Village Code of Ordinances.

Miscellaneous

The Pickleball Center must include miscellaneous items necessary to effectuate a first-class facility, such as:

- Walkways/lighting suitable for safe and comfortable access throughout the facility.
- Appropriately placed benches, water coolers, signage (directional, rules/regulations/etc.)
- Court numbering system; courtside lockable lockers.
- Appropriately placed speakers.
- Perimeter fencing; lockable gates; native landscaping.
- It will contain enough electrical outlets to service electrical equipment to include a cash register, computers, vending and possibly near-court equipment.
- Appropriate water sources for pressure cleaning purposes.
- Incorporate security cameras indoor and outdoor. The Village will provide the awarded Proposer with the current system used in other Village owned facilities to be able to add this new facility to its network, Please provide allowance for security cameras.
- Wi-Fi, Communications and Network Connectivity.
- Indoor and Outdoor security lighting.

Telecommunications Closet

- All network cabling will be routed to the telecommunications closet.
- Closet must have sufficient A/C ventilation.
- Closet will house data, fiber, and phone panels.

Additional Scope

- Public Art on-site equivalent in value to not less than one and one-half (1.5) percent of the construction cost of the project.
- Preparation of preliminary project schedules.
- Preparation of all required construction documents, including design development drawings. The selected Proposer will furnish to the Village signed and sealed plans and specifications for the project. The plans and specifications must be sealed by a registered architect and professional engineer, as appropriate, for the various disciplines, licensed to practice in Florida.

Construction Documents

Following receipt and approval of the final design from the Village, the Design-Build Construction Team shall proceed with the completion of the construction documents.

- At a minimum the Design-Build Construction Team shall attend at least monthly meetings through the completion of the design and construction document stage.

Building and Site Permits

The Design-Build Construction Team shall secure and provide all required permits. At a minimum the Design-Build Construction Team shall do the following:

- Develop drawings and specifications as required until approved by the review agency for all required permits.
- Provide architectural and engineering calculations and drawings necessary to obtain all required permits.
- Provide corrections to permit review comments.

Construction Services

The Design-Build Construction Team shall provide comprehensive construction services including equipment, materials, and labor. Modifications to the final design, made by the Design-Build Construction Team during construction, shall be reviewed and approved by the Village before implementation of changes to plans. Modifications to the final design recommended and performed by the Design-Build Construction Team during construction shall bear no additional cost or inconvenience to the Village.

At a minimum the Design-Build Construction Team shall do the following:

- Provide construction services including construction staking, erosion control, fencing, tree protection, site preparation and construction management.
- Material testing.
- All impact fees, permit fees and inspection costs are to be paid by the selected Proposer.

Construction Close-Out

The awarded Proposer shall conduct a project closeout with the Village and provide a written warranty at completion of the contract.

At a minimum the Proposer shall do the following:

- The Design-Build Construction Team shall provide a two (2) year full warranty on all

materials and workmanship.

- Provide a binder with complete details of all manufacturer's equipment warranties including those that extend beyond the Design-Build Construction Team provided two (2) year full warranty.
- Provide as-built survey in paper copy, certified by a Florida registered professional surveyor along with an AutoCAD and PDF electronic file showing elevations, utilities (above and below ground), and all elements of the constructed improvements.
- Provide as-built building and site plans in paper copy, certified by a Florida registered architect and engineer along with an AutoCAD and PDF electronic files.

Deliverables

Deliverables shall be considered those tangible resulting work products which are to be delivered to the Village such as reports, draft documents, data, interim findings, drawings, schematics, meetings, presentations, final drawings, reports, and construction products. At a minimum, deliverables and schedule for this project shall include:

Conceptual Design Services:

- Proposed schedule from project initiation to facility opening.
- Design concept plan view drawing showing the entire multi-purpose facility, to include two (2) sections or elevations and a three-dimensional drawing, scale model or artist's rendering. Also, provide black and white 3D perspectives of all interior rooms.
- Provide proposed phasing or implementation plan.

Design Development and Construction Drawings:

- Provide high quality, professional construction drawings, details, specifications, and cost estimates.
- Provide three (3) twenty-four by thirty-six (24 X 36) paper and PDF review sets at thirty (30) percent, sixty (60) percent, and ninety (90) percent stages of construction preparation. All prints on the review sets must be of a size so that the detailed notes can be read.
- Provide three (3) twenty-four by thirty-six (24 X 36) paper and PDF sets at one hundred (100) percent stage of construction document.
- One (1) copy of eight point five by eleven (8.5 X 11), written specifications shall be required at ninety (90) percent and one hundred (100) percent stages. An AutoCAD electronic file and PDF must be provided at the one hundred (100) percent stage.
- The Design-Build Construction Team will send copies of all submittals to the Village Project Manager.

Construction

- Prepare and submit monthly written progress reports identifying project status, percent completed and schedule time of completion to the Director of Community and Economic Development, Heidi Siegel, AICP, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

Contract Close-Out

- Deliver one (1) three (3) ring binder construction closeout manuals upon completion of the project. The closeout manual shall be index tabbed and include:
 - The Proposer's contact information to include project managers involved with each facet of the design-build.
 - Product list including product name, product number, contact information and method of application for all materials used on the project.
 - The two (2) year full warranty letter by the Design-Build Construction Team.
 - Product warranties for all other equipment purchased and installed.
 - Submittal documents including manufacturer's instructions, field reports and testing certificates.
 - Maintenance schedule and recommendations on installed equipment.
 - Maintenance manuals.
 - Full size signed and sealed, final as-built drawings.
 - Digital file of AutoCAD As-Built drawings.

Contractual Arrangements/Methods of Payment

The Village will make payments to the Design-Build Construction Team based on completion of tasks and the receipt of regular progress reports to include at a minimum:

- Design fees will be paid as a percentage of design completed monthly.
- Construction will be paid monthly as a percentage of the guaranteed maximum price (GMP) per month completed, minus retainage of five (5) percent.
- Summary of activities during the one (1) month period.
- Review of schedule and budget.
- Problems encountered during the period and anticipated in the upcoming period.
- Project activities for the upcoming period.

4.02 Proposal Sheet

RFP# 2024-12-015 Design-Build - Pickleball Center

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

1. The price listed from the Proposer shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

2. I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

3. I understand and agree to be bound by the conditions contained in this RFP and shall conform with all requirements of the RFP.

Name

Signature

Title

Date

TRENCH SAFETY

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

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Proposal being declared non-responsive.
This form shall be part of your proposal submission.

Section 5.0: Proposal Submission Requirements

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 10:00 a.m. EST June 28th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

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

- B. **Signed and completed forms from Section 8:**

Introduction letter with contact information
Years in Business
Lead team information
Section 8 (Required Proposal Submittal Forms; **must be notarized in Florida**)
Proposal Form
5% Bid Bond
Addendum Acknowledgement

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

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF PROPOSALS

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

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

The Village has the right during the evaluation to contact the Company(s) for additional essential information to complete their score. The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Proposer.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Please leave in same order, use table of content and tabs.

Tab – 1: Introduction letter with contact information for both Design-Build Construction Team to include address, phone number and email address. History of Prime Proposer and years in business. **Max Points - Ten (10)**

Tab – 2: Joint experience of the Design-Build Construction Team working together and creating a successful project. For example, a project the design team designed, and the build team executed. **Max Points - Twenty-Five (25)**

Tab – 3: Current Workload from the Design-Build Construction Team, and bonding capacity for the Prime Proposer able to execute the build. **Max Points - Ten (10)**

Tab – 4: Time Delays on Past Projects

Tab – 5: Experience of Key Personnel: the key personnel responsible for the day-to-day work on the project. This shall include construction, design, inspection, and testing. **Max Points - Ten (10)**

Tab – 6: Incidents of Litigation/Disputes: This must include any mediation or litigation as a result of disputes incurred by the Prime Proposer and client based on build projects. Discuss the remedy that was taken or if the matter is still litigated.

Tab – 7: Three (3) references of past projects that are similar to the scope for both Design-Build Construction Teams. **Max Points - Fifteen (15)**

Tab – 8: Preliminary Rendering for the Full-Service Pickleball Center, to include designer's vision, also include a preliminary site plan. **Max Points - Fifteen (15)**

Tab – 9: Proposed Price of the Project. **Max Points - Fifteen (15)**

Proposer			
<i>Criteria</i>	<i>Points Allowed</i>	<i>Points Allotted</i>	<i>Notes</i>
Introduction letter	10		
Joint experience	25		
Current Workload	10		
Experience of Key Personnel	10		
References	15		
Preliminary Rendering	15		
Project Cost	15		
TOTALS	100		

SECTION 7.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Tuesday, May 28 th , 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Tuesday, June 11 th , 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	10:00 a.m.
Last day to Submit Questions	Tuesday, June 18 th , 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 18 th , 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Friday, June 28 th , 2024	Village of Palmetto Bay Municipal Center ATTENTION TO THE VILLAGE CLERK 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	10:00 a.m.

A. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement

The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

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

F. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a proposal 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 proposals will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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 Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least **three (3)** references, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM



Solicitation Information: Design-Build - Pickleball Center
Request for Proposal No. 2024-12-015

Name of Company: _____

To Whom it May Concern,

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

Contracted Services Information:

Scope of Work: _____

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

Length of Contract: _____

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

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

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company 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,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company 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. Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this Contract. Company 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 Village conflict of interest and code of ethics ordinances. Further, Company 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 Company, if the Company is chosen for performance _____ of _____ the _____ Contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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 Company 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 Company 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 Company 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 Company 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: _____

Company: _____

Date: _____

Continued 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

**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:

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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, ore 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 or any state or of the United States with the legal power to enter into a binding Contract and which proposals or applies to proposals 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: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

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:

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, 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, and as any may be amended.

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.

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

BUSINESS ENTITY AFFIDAVIT

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 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

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

I, _____ being first duly sworn state:

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

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

Name of Entity, Individual, Partners or Corporation

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

Street Address Suite Village State Zip Code

Continued Next Page

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 subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2024-12-015, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 :

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The 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.

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: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
 - a. YES _____
 - b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This _____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,
this the__ day of _____, 20__.

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Design-Build - Pickleball Center

RFP No. 2024-12-015 in accordance with Contract Documents as prepared by the Village

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 proposal 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 execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

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

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Design-Build - Pickleball Center**
RFP No. 2024-12-015 in accordance with Contract Documents
as prepared by the Village

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

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

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

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

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 _____ is authorized to do business in the State of Florida, 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") Design-Build - Pickleball Center

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 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).

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Contract and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige 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 Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

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

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

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

Name: _____

Address: _____

Phone: _____

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

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

Name: _____

Address: _____

Phone: _____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Design-Build - Pickleball Center**

Invitation to Bid#: 2024-12-015

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 Village of Palmetto Bay, 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: **Design-Build - Pickleball Center**

Invitation to Bid#: 2024-12-015

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 Village of Palmetto Bay, 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: **Design-Build - Pickleball Center**

Invitation to Bid#: 2024-12-015

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: **Design-Build - Pickleball Center**

Invitation to Bid#: 2024-12-015

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 10.0: Exhibits

Draft Contract for: Design-Build - Pickleball Center

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____, (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised a Request for Proposal ("RFP") on **May 28th, 2024** for the **Design-Build - Pickleball Center**; and

WHEREAS, the Company submitted a proposal dated **June 28th, 2024**, in response to **RFP# 2024-12-015**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded proposal to the Company to provide a Design-Build Construction Team to construct a full-service pickleball center on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFP (the "Work").

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

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Article I. Exhibits

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

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

- A. This Contract
- B. RFP# 2024-12-015 issued by the Village.
- C. Proposal Form submitted by the Company showing breakdown of costs.

Article 2. Scope of Work

1. The Work is generally described as follows:

The Village is seeking proposals from a Design-Build Construction Team to provide all labor, materials, furniture, fixtures and equipment, and provisions necessary to produce final designs, construction documents and turn-key construction of a full service Pickleball Center to include a minimum ten (10) USA Pickleball Association (USPA) rated pickleball courts with LED lighting, building to accommodate office/pro shop, service counter and restrooms, pavilion and/or sheltered rest/congregation area, required public art and lighted parking lot. This facility shall be designed to fit within the footprint of the Village-owned vacant parcel (Folio No. 33-5033-000-0862) of approximately forty thousand four hundred seventy-five (42,475) sq. ft. in size.

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFP# 2024-12-015** and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

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

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the 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, the Company shall immediately notify the Village in writing, and

the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable. Failure to do so will result in the Village looking to the Bond posted.

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

Article 3. Qualifications

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

The Project Manager for the Company is _____.

Article 4. Term/Construction Schedule

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

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's proposal the total amount is _____ (\$_____). Construction will be paid monthly as a percentage of the GMP per month completed, minus retainage of five (5) percent. The Company shall give prior notice to the Village if the Project exceeds the total price and must be approved by the Village in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Construction Supervision/Reports

- (A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with Village Manager with copies to Heidi Siegel, the Director of Community and Economic Development. The Villages' assigned Project Manager is Heidi Siegel, the Director of Community and Economic Development. The Villages' assigned Construction Manager is Dionisio Torres, Director of Public Services.
- (B) The Project Manager shall supervise and direct the Work using best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7. Notices

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

Village: Nick Marano Village Manager Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Company: Owner/Principal Title Company Name Address1 Address2
--	--

Article 8. Termination

A. Termination Without Cause

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

or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

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

C. Liquidated Damages

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

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

Article 9. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

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

Article 10. Insurance/Bonds

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.
- (B)
- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
 - Workers Compensation - Statutory Limits
 - Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
 - errors and omissions of liability--\$1,000,000

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

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

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

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

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

(C) Performance and Payment Bonds – must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the Project, and subject to Village approval.

Article 11. Modification Amendment

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

Article 12. Governing Law

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

Article 13. Waiver

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

Article 14. Assignment

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

Article 15. Prohibition Against Contingent Fees

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

Article 16. Conflict of Interest

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

Article 17. Entire Agreement

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

Article 18. Captions and Paragraph Headings

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

Article 19. Joint Preparation

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

Article 20. Counterparts

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

Article 21. Preservation of Village Property

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

Article 22. Public and Employee Safety

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

Article 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The

Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24. Company Non-Discrimination

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

Article 25. Federal and State Tax

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

Article 26. Public Records

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

Article 27. Severability

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

Article 28. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for

verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Article 29. Warranty

The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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

(Company Name)

Nick Marano, Village Manager

Owner/Principal, Title

Attest:

Village Clerk
Missy Arocha

APPROVED AS TO FORM

Village Attorney
John C. Dellagloria