

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



ADDENDUM 3

RE-ADVERTISEMENT - 47TH YEAR CDBG RAYMOND P. OGLESBY PRESERVE SAFETY IMPROVEMENTS

REVISED TIMELINE

Pre-Bid Meeting	June 12 23, 2022 at 10:00 AM
Questions Deadline	June 9 24, 2022
Bid Due Submittal	June 16 30, 2022

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS FOR**

BID NO. ITB 22-05

**RE-ADVERTISEMENT OF 47th Year CDBG
Raymond P. Oglesby Preserve
Safety Improvements**



TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600

TOWN OF PEMBROKE PARK

RE-ADVERTISEMENT BID NO. ITB 22-05

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INVITATION TO BID

**TOWN OF PEMBROKE PARK
RE-ADVERTISEMENT INVITATION TO BID
47TH CDBG YEAR RAYMOND P. OGLESBY PRESERVE SAFETY IMPROVEMENTS
PROJECT
BID NO. ITB 22-05**

Notice is hereby given that the Commission of the Town of Pembroke Park, Florida, is advertising for sealed Bids which will be received by the Town Clerk, or designee, on ~~Thursday June 16, 2022~~ **Thursday, June 30, 2022** until 3:00 P.M. at which time they will be opened and read aloud publicly by the Town Clerk or designee. Any Bids received after the time specified will not be accepted. The Bids shall be for the following project:

**47th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
RAYMOND P. OGLESBY PRESERVE SAFETY IMPROVEMENT
NO. ITB 22-05**

The Bid shall provide for provision of all material, labor and supervision required for upgrading the illumination of the areas indicated on the construction documents. This comprises the installation of 11 concrete poles with luminaires, 2 architectural wall mounted luminaires, 2 existing pole conversions of single-head luminaire to double-head luminaires, pull boxes, conduits and wiring, and breaker replacement. Existing lighting wiring and conduit shall be used for the proposed new site lighting luminaires. Wall mounted luminaires shall be connected to unswitched lighting circuit inside the building and required modification of the existing circuit shall be provided.

The Drawings, Specifications and Contract Documents can be downloaded from the Town of Pembroke Park website at <https://pembrokeparkfl.civiccms.acsitefactory.com/bids>, and from DemandStar.com at <https://www.demandstar.com>.

Bidders must confine their Bids to the project in its entirety. Partial Bids will not be accepted. Each Bidder must submit with its Bid evidence that the Bidder is licensed to perform the work and services to complete the project.

The issuance of addenda is the only official method whereby interpretation, clarification, changes, or additional information may be provided by the Town. It shall be the responsibility of each Bidder, during and prior to Bid submittal, to visit <https://pembrokeparkfl.civiccms.acsitefactory.com/bids>, and <https://www.demandstar.com> to determine if addenda were issued to the Bid documents and to obtain such addenda from the online bidding website.

The Town of Pembroke Park shall not be held responsible for the content of Bid packages obtained from any third-party source.

GENERAL INFORMATION

1. Pre-Bid Meeting
The Town will hold a **PRE-BID MEETING** on ~~Thursday June 2, 2022~~ **Thursday, June 23, 2022 at 10:00 A.M. in** the Town Hall's Commission Chambers and the Pre-Bid Meeting will be open to all interested parties, at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. **Attendance at the Pre-Bid Meeting is mandatory for all Bidders.**

2. Site Inspection/Site Visit
Attendance to the site for inspection following the Pre-Bid Meeting is mandatory.

At the site visit, Bidders will be allowed to visually inspect the existing services, light fixtures, and poles where services are to be performed.

A complete and full inspection of the site is each Bidder's responsibility. After the Bid has been awarded, no extra charge or compensation will be allowed to the selected Bid proposal by the Town as a result of differences between the actual materials and labor required to complete the project and the materials and labor used to prepare the Bid.

Site Visit

Immediately following the Pre-Bid Meeting. See Pre-Bid Meeting location and time referenced in item 1 of this section. Site visit will be conducted after Pre-Bid Meeting is concluded. All Bidders are welcome to cross the street from the Town Hall and enter the park from the west side.

Any questions a Bidder may have during and/or as a result of the site visit shall be directed to the Town in writing as detailed in Item 1A of the Instructions to Bidders. Any statements made by Town representatives during any site visit are not binding on the Town.

3. Each Bid shall be accompanied by a Bid security in the form of an original surety company Bid bond for the Bidder, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida, payable to the Town of Pembroke Park in an amount not less than five percent (5%) of the amount of the total Bid.

If a Bid bond is submitted on a form other than that provided aforesaid, such submission may result in the Bid being declared non-responsive.

Any Bid received without a valid Bid security will be rejected. Faxed Bid bonds will not be acceptable.

Upon written request of the Bidder, the Bid security will be returned to all Bidders, except the three lowest Bidders, within **ten (10) calendar days** after the opening of Bids, and the remaining Bid securities will be returned upon written request within **ten (10) calendar days** after the Town and the successful Bidder have executed the Contract, or if no Contract has been awarded, **within 90 days** after the date of opening of Bids, or upon demand of Bidder at any time thereafter, so long as the Bidder has not been notified of acceptance of its Bid. Written request for return of Bid security as detailed above shall be submitted to MJacques@tppfl.gov. Bid bond will be returned by U.S. mail only upon such written request.

If the successful Bidder does not execute the Contract as contained in the Contract Documents,

and furnish the required documentation within **fourteen (14) days** of the date of Notice of Award, the Bid security of the successful Bidder shall be paid to and retained by the Town as liquidated damages. The Bidders agree with the Town that the amount of Bid security fairly and reasonably represents the number of damages the Town will suffer due to the failure of the Bidder to fulfill its obligations required herein. The Bidder further agrees it will not seek a refund, not claim, controvert, or contest the Town's retention of the Bid security.

4. Bidders will be permitted to withdraw their Bids at any time prior to Bid opening, but not thereafter.
5. The successful Bidder identified on the Signature of Bidder Form shall be required to provide a **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract amount. The form of the bond shall be substantially in the form prescribed by Section 255.05, Florida Statutes. The bond is subject to approval by the Town.
6. Bidders shall endeavor to make maximum use of domestic construction materials, and shall comply with OSHA and all federal, state, and local laws, ordinances, rules, and regulations that in any way affect the work.
7. The Town will not award a Bid to any Bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has satisfactory written references for work similar to the work being Bid upon. References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town. The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

The Bidder shall be the Prime contractor for each reference and each reference shall be from the owner of the project. Similar work shall mean:

The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects involving the illumination upgrade of parks/educational campuses, open spaces, and/or parking lots throughout South Florida.

8. The Town will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has been in business for a minimum of one (1) year prior to the Bid opening date, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.
9. The Town will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time.
10. Bidder identified on the Signature of Bidder Form shall be fully licensed at time of Bid opening for type of work to be performed in order for their Bid to be considered. Copies of all applicable certificates and licenses must be submitted with this Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
11. The Town will not award a Bid to any Bidder who cannot perform a minimum of 20% of the work by the firm identified on the Signature of Bidder Form. Bidder must declare what portion

of the project will be subcontracted in the Bid submittal. Minimum work percentage shall be defined as all components of the project with the exception of mobilization, administration, overhead and profit.

12. Sealed Bids shall be addressed to the Town of Pembroke Park and plainly marked " **RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvement, BID NO. ITB 22-05**" on the outside of the envelope. The Bidder's name and address, the date and hour set for the bid opening shall also be included on the outside of the envelope.

Community Development Block Grant (CDBG) Funds

This is a federally funded project under Community Development Block Grant (CDBG) funding by the Department of Housing and Urban Development (HUD). All HUD Federal Rules and regulations pertaining to this project are applicable.

Federal Davis-Bacon Wage Rates for work classifications are specified and must be complied with. Fringe benefits must be added to the prevailing hourly rates where applicable.

Bidders must comply with Section 3 of the Housing and Urban Development Act of 1968 which requires that economic opportunities to the greatest extent feasible be given to low and very low-income persons and to businesses that provide economic opportunities for these persons. The Town encourages local contractors who reside and/or do business within the Town of Pembroke Park to participate in the bidding process.

Any person requiring auxiliary aids and services to submit a Bid may call the Town Clerk's office at (954) 966-4600 at least 2 calendar days prior to the Bid deadline. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers:

1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

TOWN OF PEMBROKE PARK

By: /s/ Marlen Martell
MARLEN MARTELL, Town Clerk

INSTRUCTIONS TO BIDDERS

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve
Safety Improvement

1. EXPLANATION TO BIDDERS

- A. Any explanation desired by a Bidder regarding the meaning or interpretation of the Contract Documents shall be requested in writing at least **seven (7)** days prior to the Bid Opening. Inquiries shall clearly address the Bid Number and Bid Title in the Subject line and be addressed to the Town's Public Services Department at:

CONTACT: Myriam Jacques, Deputy Public Services Director
EMAIL: MJacques@tpfl.gov

With copies to the Consulting Engineer of record at:

Calvin, Giordano & Associates, Inc.
1800 Eller Drive #600 Fort Lauderdale, FL 33316
Attn: Jorge R. Cervantes, P.E.
Email: jcervantes@cgasolutions.com

Oral explanation given before the opening of the bid will not be binding. Any interpretation made will be in the form of an addendum. Receipt of all addenda shall be acknowledged by the potential Bidders in their bid submittal. Bidders shall verify addenda issued by visiting the websites: <https://www.demandstar.com> and <https://pembrokeparkfl.civiccms.acsitefactory.com/bids>.

- B. All bidders shall carefully examine the Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Town through written communication with the Town prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision and a waiver of any such ambiguity or inconsistency. The Bidder to whom the bid is awarded shall be required to execute the Contract Documents contained in this bound bid package within **fourteen (14)** days of bid award.

2. EXISTING CONDITIONS

Each bidder is to acquaint himself thoroughly as to the character and nature of the work to be done. Bidder is to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. SPECIFICATIONS

Technical Specifications do not include proprietary, exclusionary or discriminator requirements

other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. Frequently, for demonstrative purposes, at least one brand name or trade name is listed and is followed by the words "or equal". Omission of the words "or equal" does not preclude the Town's right to accept an alternate item which meets the full requirements of the specified item. The Town, or its authorized representative, further reserves the unqualified right, to determine whether any particular item or items of material, or equipment whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

4. PREPARATION OF BIDS

- A. Each bid shall be legibly written or printed in ink or typed, submitted on the Bid Form, and shall be manually signed in ink by an officer or employee having authority to bind the company or firm.
- B. The unit price will prevail in the event of extension error(s), and the Bidder's total offer will be corrected accordingly. If there are addition errors, the Bidder's grand total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.
- C. All Bidders shall refer to the Specifications for specific requirements relating to submission of details and other information with their bids.
- D. All blank spaces in the Bid Form for the Contract bid must be filled in. Bids received without all items completed or with changes or modifications to the Bid Form and/or Contract Documents and/or Specifications will be considered non-responsive, and may be completely rejected at the Town's sole discretion.

5. PRE-BID CONFERENCE

- A. A mandatory Pre-Bid Conference will be held by the Town open, to all interested parties, on **the date and location indicated in the Invitation to Bidders** at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. All interested parties are urged to attend the pre-bid meeting. Bidders must attend the Pre-Bid Conference to bid for the project.
- B. Any conclusions reached at this conference which amend the Bid Documents will be issued in the form of an Addendum.

6. **DELIVERY OF BID FORMS**

- A. Bid Forms with required information including but not limited to Bid Security, a copy of the required license(s), insurance certificates, and items as noted on bidder's checklist shall be enclosed in a sealed envelope addressed to the Town. The envelope shall be identified on the outside with the Bidder's name and address, the date and hour set for the bid opening and the notation: " **RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements, Bid No. ITB 22-05**. One (1) original, two (2) duplicate copies, and one (1) copy on USB drive of the bid package are to be submitted for evaluation. Electronic bid submittals will not be accepted.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid and Legal Notice, or the modified time and date as indicated by Addendum.
- C. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bid response may not be submitted electronically.
- D. Oral, facsimile, telephone or telegraph Bids or Bid Security are invalid and will not receive consideration, including faxed bid security (bid/payment/performance bond) documents.
- E. No Bidder shall submit more than one Bid. Multiple Bids under different names will not be accepted from any one firm or association and shall be cause for rejection of all such bids by the Town.

7. **PRE-AWARD CONFERENCE**

- A. The Town may hold a Pre-Award Conference at a time and place to be designated. The lowest and most responsive bidder shall be prepared to discuss with the Town the manner in which he proposes to conduct his work in compliance with all Contract requirements.
- B. The lowest and most responsive bidder shall supply to the Project Manager at this meeting, or when otherwise requested, pertinent information to substantiate that:
 - 1. Bidder maintains a permanent place of business;
 - 2. Bidder has adequate plant and equipment to do the work properly and expeditiously;
 - 3. Bidder has suitable financial resources to meet the obligations of the work as they come due;
 - 4. Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year and has the appropriate substantial, successful contractual and technical experience in similar work;
 - 5. Bidder will perform a minimum of 20% of the work with his own organization and declare what portion he intends to subcontract;

6. The subcontractors proposed for use are qualified to perform the work. A listing of proposed subcontractors must be submitted to the Town for approval. The Town reserves the right to disapprove of proposed subcontractors that are found to be unqualified. In addition, the lowest and most responsive Bidder shall produce satisfactory evidence that he and all subcontractors he proposes to use hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the work of this Contract;
7. Bidder has (and will provide to the Town at this time,) copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted.
8. Bidder has not supplied false, inaccurate, misleading, or exaggerated information, as such shall cause the Bidder to be disqualified from consideration for award.

8. AWARD OF BID

- A. The bid, if awarded, will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. Bid Forms, Bidder qualifications and other factors will be considered. Award recommendations shall be subject to the approval of the Town Commission as provided for in the Town's Code of Ordinances. Award recommendations to be posted on the Town of Pembroke Park Notice Board for a period of three business days prior to making the award.
- B. The Town reserves the unqualified right, in the Town's sole and absolute discretion, to reject any and all bids, to re-advertise and resolicit bids for this project, to waive any irregularities, scrivener's errors, technicalities, informalities, or to accept the bid which in the Town's sole and absolute judgment, will under all circumstances, best serve the public interest.
- C. If the bid is awarded, the Town will give the successful bidder a Notice of Award within **ninety (90) days** after the date of the bid opening.
- D. If the Bidder to whom the bid is awarded does not execute the Contract and furnish the required insurance and other required documentation within **fourteen (14) days** of the date of Notice of Award, the Bidder shall be considered in default and, at the Town's discretion, the Bid Security shall be paid to the Town as damages and the Town shall have the right to award the bid to another Bidder.

9. CONTRACT AND BOND

The Bidder to whom an award is made shall, within the time established in the Invitation to Bid, execute the Contract with the Town, and shall simultaneously furnish to the Town an executed **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract amount. Such surety bond shall be in the form included herein which is substantially in the form prescribed by 255.05 Florida Statutes, conditioned on the faithful performance of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bond shall be maintained in full force for a period of

one year after the date of final completion and acceptance, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, and shall be licensed to act as surety in the State of Florida, and shall be subject to the Town's approval. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

10. SUBMITTALS REQUIRED FROM CONTRACTOR

The following submittals shall be required to be provided by the Contractor to the Town at the time of submittal of the Contract Documents to the Town for further execution:

- A. Original or certified copy of Certificate of Insurance with all required endorsements/stipulations
- B. Public Construction Bond
- C. Cost breakdowns,
- D. Any other required documentation as stated in the Specifications or drawings.

11. FORMATION OF CONTRACT

The Contract shall not become effective unless and until all the precedent conditions as set forth in the Instruction to Bidders have been completed and accepted by the Town and the Form of Contract has been signed and dated by the Mayor as authorized by the Town Council.

12. NOTICE TO PROCEED

A Notice to Proceed will be issued by the Town within **thirty (30) days** from date of Contract. The date of commencement of work shall be no later than **ten days (10)** after the start date as indicated on the Notice to Proceed.

13. PRE-CONSTRUCTION CONFERENCE

- A. A Pre-Construction Conference will be held with the Town, the Engineer, the successful Contractor, and any other interested parties after award of the Contract but before any work is commenced.
- B. The Contractor shall supply to the Town for its written approval a detailed Cost Breakdown (Schedule of Values) of all Lump Sum and Total Prices contained in the bid to be used for invoicing purposes.

14. SAFETY AND HEALTH REGULATIONS

Bidders must comply with all applicable Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54) as amended from time to time.

15. LAWS/ORDINANCES

Bidders shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Bidder acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the Town shall have the discretion to unilaterally terminate said agreement.

16. DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a Drug Free Workplace shall be given preference in the award process.

17. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

18. CERTIFICATION REGARDING SCRUTINIZED COMPANIES.

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135,

Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

19. CODE OF ETHICS/CONE OF SILENCE

If any bidder violates or is a party to a violation of the Code of Ethics of the Town of Pembroke Park, Broward County and/or the State of Florida Code of Ethics with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work or for goods or services for the Town of Pembroke Park for a minimum period of three (3) years. Copies of the Town and State Ethics Codes are available at the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the Town of Pembroke Park website at www.tppfl.gov.

20. PROVISION AND MAINTENANCE OF INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as Town of Pembroke Park's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall

not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the Town of Pembroke Park as an Additional Insured on a primary and non-contributory basis on the Commercial General Liability policy with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 04 13 Additional Insured - Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 07 04 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish Town of Pembroke Park with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non- Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

The Contractor agrees to endorse the Town of Pembroke Park as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the Town of Pembroke Park is automatically defined as an Additional Protected Person.

4. Worker’s Compensation & Employer’s Liability.

The Contractor agrees to maintain its own Worker’s Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Town of Pembroke Park, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the Town of Pembroke Park, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the Town of Pembroke Park reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Town of Pembroke Park reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The Town of Pembroke Park shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the Town of Pembroke Park, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON-RENEWAL OF COVERAGE

The Contractor agrees to provide Town of Pembroke Park with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The Town of Pembroke Park requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation

notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town of Pembroke Park project manager and copy the Town's Risk Manager in writing within (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the Town of Pembroke Park is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the Town of Pembroke Park prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the Town of Pembroke Park the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The Town of Pembroke Park shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the Town of Pembroke Park evidencing the replacement coverage. The Contractor agrees the Town of Pembroke Park reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the Town of Pembroke Park. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the Town of Pembroke Park shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the Town of Pembroke Park.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Town is endorsed as an Additional Insured as per requirements herein, Item Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the Town of Pembroke Park as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Attn: Harry Taubenfeld, Finance Director
Email: FinanceDirector@tppfl.gov

20. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Chapter 725, Florida Statutes, or may be amended, the Contractor hereby agrees to defend, indemnify and hold harmless the Town of Pembroke Park, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Pembroke Park to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this agreement.

21. **GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Broward County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN OF PEMBROKE PARK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

SPECIAL INSTRUCTIONS

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

1. **GENERAL**

It is the intent of this Invitation for Bids to enter into a unit priced type Contract with the Contractor for the selling and delivery of all necessary materials, equipment and supplies including the installation of all materials, all labor, securing of permits, taxes, insurance costs, overhead, profit and all miscellaneous costs.

2. **CONTRACTOR REGISTRATION WITH THE TOWN**

All awarded Contractors shall register with the Town of Pembroke Park Business Tax Office prior to performing the Work, no Town fee required.

3. **BUSINESS TAX RECEIPTS**

All businesses in the Town of Pembroke Park are required to obtain a Town of Pembroke Park Business Tax Receipt and incur application fee, certificate of use fee, use inspection fees, fire inspection fee. For further information regarding business tax fees, call 954-831-4000. All other **businesses not located within the Town of Pembroke Park** must show proof of a current Business Tax Receipt for their business location, unless exempt. A copy of the receipt or proof of exemption shall be submitted prior to awarding the bid.

4. **PERMITS**

Permits to be secured by the Contractor for this project are as follows:

1. Town of Pembroke Park Building
2. Town of Pembroke Park Electrical

The Town will reimburse the Contractor construction permit fees for the aforementioned permits the Town. However, fines and penalties will be assessed based upon the standard fee structure.

5. **EXISTING UTILITY FACILITIES**

The Contractor is to investigate, by potholing or by other methods, in order to verify the location of all existing utilities. Any conflicts found are to be brought to the attention of the Town for resolution prior to start of work. Unless otherwise directed, the Contractor is to support or otherwise protect all other utility companies' facilities during construction.

BID FORM

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements

TO: TOWN OF PEMBROKE PARK

PROPOSAL FROM:

_____ (Bidder)

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attending performance of the work;

HEREBY PROPOSES and agrees, if this Bid for **RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements, BID NO. ITB 22-05**, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the total bid price of:

_____ dollars

(\$ _____)

This bid total is the sum of the extended prices as shown on the final bid form.

Bidder hereby agrees to commence Work under this Contract within **ten (10) days** following the date indicated on the "Notice to Proceed" by the Town and to fully complete the Work within **number of calendar days**, as provided in "Contract Time" section in the Contract between the parties. Bidder further agrees to pay as liquidated damages for each consecutive calendar day thereafter that the Work to be performed is not completed, as provided in "Liquidated Damages" section in the Contract.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly.

BID FORM

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements

The bidder proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the work, including installation of all materials, equipment, and supplies furnished, as well as all other labor, warranties, permit fees, taxes, insurance, general and administration and other miscellaneous costs, overhead and profit as set forth below that may be awarded by the Town of Pembroke Park, Florida, through its proper officers, and to do the same strictly in accordance with the Drawings and Contract Documents which are referred to below and made a part hereof, at the following prices.

Name of Firm: _____

Bid Item	Description	Estimated Quantity	Unit	UNIT PRICE	TOTAL ITEM AMOUNT
1	Mobilization/Demobilization Not to exceed 5% of Total Bid	1	LS		
2	Bonds, Insurance	1	LS		
3	Demolition Work (Pole, Fixtures)	1	LS		
4	Lighting Package (fixtures, bollards, poles)	1	LS		
5	All Electrical Work Complete (labor/materials)	1	LS		
6	All Other Miscellaneous Items to Complete Project	1	LS		
7	Permits and Fees, 2% of Bid Items 1 thru 6	1	LS		
	Subtotal Construction				
	TOTAL BASE BID (Items 1-7)				
AMOUNT OF PROPOSAL GUARANTEE					5%
	SURETY				
	COMMENTS				

BID FORM

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve
Safety Improvements

CHECKLIST

Is the Schedule of Subcontractor's included in questionnaire? Y ___ N ___

Is the proof of insurance included? Y ___ N ___

Is the questionnaire included? Y ___ N ___

Are financial statements submitted with questionnaire? Y ___ N ___

Is the bid bond included? Y ___ N ___

Is the proof of licensing submitted to perform project submitted? Y ___ N ___

(Current certificate of competency/state license included)

Current Business Tax Receipt? Y ___ N ___

Is the Notarized Signature of Bidder Form page submitted? Y ___ N ___

Is the Drug Free Form submitted? Y ___ N ___

Is the Trench Safety Form submitted? Y ___ N ___

Is the proof provided that shows Bidder's Firm Name is registered with their State of origin and in business for a minimum of one year? Y ___ N ___

Is one original version of bidder's bid package submitted (No Copies of the bid package are required)? Y ___ N ___

The undersigned bidder acknowledges that all files as posted on the Town of Pembroke Park electronic bidding system for Bid No. ITB 22-05 constitute the documents governing this bid.

NAME OF FIRM: _____

BY: _____

(Typed or Printed)

(Date)

Signature: _____

(Signature)

(Title)

Bidder hereby certifies that the only person/persons interested in this Bid/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid/Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows:

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

Bidder understands that the Owner reserves the right to reject all Bids and to waive any informality in bidding. Bidder agrees that the Owner may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this bid.

The Bidder agrees that the Bid shall be good, and may not be withdrawn for a period of **ninety (90) calendar days** after Bid Opening.

Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM ACKNOWLEDGEMENT ADDENDUM

DATE SIGNATURE OF PERSON SIGNING BID

1.			
2.			
3.			
4.			

The Bid Security attached in the sum of _____
 _____ (\$ _____) **5% of Bid Price**

is to become the property of the Owner in the event the required Bonds, Insurance and other requested documentation are not provided, and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

SIGNATURE OF BIDDER FORM
BID NO. ITB 22-05
RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve
Safety Improvements

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid. *Bidder must submit proof that their firm name is registered with their State of origin.

SIGNATURE OF BIDDER

If an Individual: _____ / _____ , doing business
Signature Print Name
as _____

If a Partnership: _____
by: _____ / _____ ,
General Partner's Signature Print Name

If a Corporation: _____
Corporate Name
(a _____ Corporation)

by: _____ / _____
Signature Print Name
Title: _____
President or another Authorized Officer
Attest: _____ (SEAL)
Corporate Secretary

Business Address: _____
Street Address (P.O. Box Address is not permitted)

Town, State, Zip

Telephone No. _____ Fax No. _____

Email Address of Authorized Signature: _____

Federal ID. No. _____

State of FL _____ Contractor Certification No.: _____

Broward County Certificate of Competency No: _____

NOTE: All certifications/licenses shall be issued in the Bidder's name.

NOTARY: STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by _____ who is (who are) personally known to me or who has produced _____ as identification.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

STATEMENT OF NO BID

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve
Safety Improvements

If you are not bidding on this service/commodity, please complete and return this form to: Town of Pembroke Park 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid the above subject bid because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

**CERTIFICATE OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT**

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____
Bidder

Date

Authorized Signature

QUESTIONNAIRE

BID NO. ITB 22-05

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the questionnaire may result in your bid being considered non-responsive.

1. How many years has the bidder identified on Signature of Bidder page been in business?
_____ years.

2. What is the last project of this nature that you have completed? (identify completion date)

3. Have you ever failed to complete work awarded to you; if so, where, and why?

4. Have you personally inspected the proposed work and have you a complete understanding and plan for its performance?

5. Will you subcontract any part of this work? If so, give details: Name of Sub Work to be Performed

6. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

Name of Bidder: _____

QUESTIONNAIRE

7. What equipment will you purchase for the proposed work?

8. What equipment will you rent for the proposed work?

9. Bidder to submit their Balance Sheet and Income Statement for their most recent year as an attachment to the questionnaire. Period reported on: _____

10. The Town will not award a bid to any bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder form has satisfactory written references for work similar to the work being bid upon.

References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town.

The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

The Bidder shall be the Prime contractor for each reference and each reference shall be for the owner of the project. Similar work shall mean:

The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects. References shall be within the period of 4-1-2016 through the time of the bid opening.

Additional references may be submitted as an attachment.

A. Owner (Company/Entity _____

Name): Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project _____ Completion Date of Project: _____

Title: _____ (within period of 4-1-2016 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

B. Owner (Company/Entity Name): _____

Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(within period of 4-1-2016 through time of the bid opening)

Summary of Project: _____

C. Owner (Company/Entity Name):

Address: _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(within period of 4-1-2016 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

11. State the true, exact, correct, and complete name of the partnership, corporation, or trade names under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all general partners. If a fictitious/trade name, state the names of the individuals who do business under the fictitious/trade name attach compliance with the fictitious name statute. It is absolutely necessary that this information be furnished.)

Correct Name of Bidder
(Correct Name of Bidder shall also appear on Signature of Bidder Form)

(a) The address of the principal place of business:

(b) The names of the corporate officers, or general partners, or individuals doing business under a fictitious trade name, are as follows:

Bidder Name

QUESTIONNAIRE

12. Declaration of Work Components Schedule

Minimum of 20% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead and profit may not be included in the work components)

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows:

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

BID NO. ITB 22-05

**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby
Preserve Safety Improvements**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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 firm complies fully with the above requirements.

Bidder's Signature

Date

BID BOND

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Town of Pembroke Park, Florida, as Obligee, in the sum of:

Dollars (\$) _____) / **5% of Bid Price**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Town of Pembroke Park a certain Bid attached hereto and made a part hereof, to enter into a contract in writing, hereinafter referenced to as the **BID NO. ITB 22-05 for RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements**.

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders attached hereto or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Form of Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 20 _____.

PRINCIPAL:

By: _____
Signature (Seal)

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY:

By: _____
Signature (Seal)

Name: _____

Title: _____

Address: _____

WITNESS:

Sealed and delivered in the presence of:

CERTIFICATION OF FISCAL YEAR 1988 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country;
2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
3. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case or partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

Contractor Signature

Date

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol. 53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. **NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.**

CERTIFICATION BY BIDDER

BIDDER'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification– The information above is true and complete to the best of my knowledge and belief.

Print Name

Signature

Date

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.
2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least _____% (percent) from the Section 3 Covered Area (Broward County).

I, _____ (please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract; Broward County Community Development Division will monitor the project to assure compliance with this plan.

Company Name: _____

Business Address: _____

Employer Federal ID #

Printed Name

Signature

Date

***Please Note Section 3 Clause

BROWARD COUNTY SECTION 3 FORM

Name of Project: _____

Amount of Contract: \$ _____

Prime Contractor: _____

Address: _____

Will you hire new employees as a result of this contract? Yes [] No []

Background:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient or HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts for the work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low-income persons in their recruitment and solicitation efforts, but that, in fact, extra or greater efforts be undertaken to these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment or, or award of contract to these persons.

A Section 3 resident is defined as:

- A public housing resident: or
- An individual who resides in the metropolitan county in which the Section 3 covered assistance is expended and who is: (i) a low-income person; or (ii) a very low-income person

Check all that apply (you must check at least one (1) of the following):

Refer to the Income Limits Chart for Broward County below to determine if your total household income is at or below the low-income limit depending upon the total number of persons residing in the household.

- Your business is at least 51% or more owned by Section 3 residents.
- At least 30% of your permanent, full-time workforce employees are comprised of current Section 3 residents.
- At least 30% of your permanent, full-time workforce employees who within the 3 years of employment with your business were Section 3 residents.
- Your business will provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which meet the above qualifications.
- My business does not meet any of the above qualifications and I cannot commit to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which do meet the above qualifications.

2017 INCOME CATEGORY CHART FOR BROWARD COUNTY, FLORIDA, effective Apr. 14, 2017

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income 50% of median	\$26,700	\$30,500	\$34,300	\$38,100	\$41,150	\$44,200	\$47,250	\$50,300
Low Income 80% of median	\$42,700	\$48,800	\$54,900	\$60,950	\$65,850	\$70,750	\$75,600	\$80,500

MONTHLY SECTION 3 COMPLIANCE REPORT

CONTRACTOR: _____

SUBCONTRACTOR:
(If applicable) _____

PROJECT NAME: _____

for the MONTH of _____, Year _____

This report is required of all contractors/subcontractors having contracts which are funded in whole or in part with Community Development Block Grant funds. This report must be submitted to the Broward County Community Development Division no later than ten (10) days after the end of the reported month.

Please answer the following questions accurately and completely:

1. How many new employees were hired to work on this project during the month? _____
2. Of those hired during the month, how many were residents of the Section 3 Covered Area (Broward County)? _____

I, _____ (please print), do hereby certify that the above information is true and correct. I further certify that we have been informed of and understand our responsibilities in utilizing Section 3 Covered Area businesses and residents during performance of our contract.

Date

Signature & Title

**SECTION 3
ELIGIBLE JOBS AVAILABILITY FORM**

(Name of Contractor) (Contract No.) (Location)

<u>Available Entry Level Jobs</u>	<u>Salary Level</u>	<u>Maximum Duration of Employment</u>
1.		
2.		
3.		

The undersigned agrees to accept referrals from Workforce One and to interview referrals for the above-designated positions.

(If incorporated sign here)

ATTEST

CONTRACTOR

Secretary

By: _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

CONTRACTOR

By: _____

**SECTION 3
UNAVAILABILITY CERTIFICATION**

I, _____, _____
(Title)

of _____
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

ATTEST

CONTRACTOR

Secretary

By: _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

By: _____

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- a. Certification of Nonsegregated Facilities, as required by the May 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- b. CONTRACTORS receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- c. A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid, but must be submitted prior to award.
- d. The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

Signature of Bid
Prospective Contractor

ADDRESS (including zip code)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and In accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

CONTRACT

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

Contract for work in and about the Town of Pembroke Park, Florida for 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements, **BID NO. ITB 22-05** dated _____, 20____,
By _____ and between the Town of Pembroke Park, Florida (hereinafter called the **Owner**) and _____ (hereinafter called the **Contractor**).

WITNESSETH that the Owner and Contractor in consideration of the premises and of the mutual covenants, considerations and agreements contained herein, agree as follows:

1. WORK TO BE PERFORMED

The Contractor shall furnish all plant, labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper for incidental to:

**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements
BID NO. ITB 22-05**

in strict and full accordance with the requirements of the Contract Documents and with such further details and instructions as the Engineer may from time-to-time issue for the purposes of insuring the thorough completion of the work.

2. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents. It is understood that all the terms, provisions, conditions, and obligations set forth in the Contract Documents (as defined herein) shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein.

- Form of Contract including Public Construction Bond and Insurance
- Invitation to Bid
- Instructions to Bidders
- Special Instructions
- Bid Form
- Certificate of Compliance with FL Trench Safety Act
- Questionnaire
- Drug-Free Workplace Form
- Bid Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Drawings/Exhibits
- Notice of Award
- Notice(s) to Proceed
- Documentation submitted by Engineer following the Notice to Proceed
- Project Forms
- Close Out Forms
- Change Orders, Field Orders
- All provisions required by law to be inserted in this Contract, whether actually inserted or not;
- Written Instructions from the Engineer
- Any additional documents the submission of which is required by this Project

CONTRACT

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

3. CONTRACT TIME

3.1 The Work under this Contract shall be commenced promptly and prosecuted with diligence.

In accordance with the General Conditions, the Work shall be:

Substantially Completed on or before the Substantial Completion Date within 120 calendar days after the date provided in the Notice to Proceed, and

Finally Completed on or before the Final Completion Date and ready for final payment in accordance with this Contract within 180 calendar days after the date provided in the Notice to Proceed.

3.2 Owner and Contractor recognize that time is of the essence for the completion of the Work. As such, Owner and Contractor recognize that Owner will suffer direct financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees to forfeit and pay Owner as liquidated damages for delay (but not as a penalty) the amount of \$1,000 for each calendar day that expires after the Contract Time for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (Final Completion Date), the Contractor shall pay the Owner \$500 for each calendar day that expires after the time for Final Completion. These amounts represent a reasonable estimate of the Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.

3.3 Owner is authorized to deduct liquidated damages from monies due to the Contractor for the Work under this Contract.

4. SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each bind itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

5. INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract.

6. PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents, and approved by the Town shall be maintained by Contractor. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond the CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which shall be subject to the approval of the TOWN.

7. PROVISION AND MAINTENANCE OF INSURANCE

During the performance of the Work under this Contract, Contractor shall maintain the insurance policies and coverages that are identified in the "Instructions to Bidders" and shall meet all other requirement therein. Contractor shall provide originals or certified copies of all policies, and such coverage's shall be written by an insurance company authorized to do business in Florida.

8. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the Contractor, the Owner will pay to the Contractor for the full and entire completion of this Contract and upon acceptance of the work by the Owner in the Amount of \$ _____ . This represents the entire cost which the

owner will have to pay the Contractor for acceptable and conforming work, inclusive of all materials, supplies, costs, fees, and is the maximum extent of the owner's obligation to pay Contractor but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the work in accordance with this Contract.

CONTRACT

BID NO. ITB 22-05

**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby
Preserve Safety Improvements**

IN WITNESS WHEREOF, the Town of Pembroke Park, Florida, at a regular meeting thereof, by action of the Town Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto _____ affixed, and this _____ has executed this Contract all as of the day and year first above written.

TOWN OF PEMBROKE PARK, FLORIDA

Witness:

By: _____
Geoffrey Jacobs, Mayor
(Seal)

Approved by Commission on _____, 20_____

Item _____ Account Number _____

CONTRACTOR:

Attest:

Corporate Secretary
(affirm Corporate Seal)
By: _____
Signature

Witness: Name: _____

Title: _____
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby
Preserve Safety Improvements

I, _____, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No. ITB 22-05**; that _____ who signed the said Contract on behalf of the Contractor, was then _____ of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this _____ day of _____, 20 _____.

Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
IF A PARTNERSHIP**

BID NO. ITB 22-05
**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety
Improvements**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public (Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

State of _____
as:
County of _____

On this _____ day of _____, 20____, before me personally came and appeared

_____, to me known, who, being by me duly sworn, did depose
and say that he/she resides at

that he/she is the _____
of _____

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

the day and year above written.

Notary Public
(Seal)

My Commission Expires: _____
(Seal)

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, _____, as Principal and

_____ a Corporation, as Surety, are bound to the Town of Pembroke Park, Florida, hereinafter referred to as "Owner", in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20____ between Principal and Owner for construction of **RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements, Bid No. ITB 22-05**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes; subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the TOWN and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors, or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on _____, 20____.

PRINCIPAL:

ATTEST:

Principal

Corporate Secretary

By: _____
Signature

Title: _____
(Seal)

Witness to Principal

Address _____

(Address)

SURETY:

ATTEST:

Surety

Surety

Attorney-in-fact
(Seal)

Witness as to Surety

Address _____

Telephone:(____) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Town. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

FINAL RECEIPT

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

Received this _____ day of _____, 20____, of _____ as full and final payment of the cost of all improvements provided for in the foregoing contract the sum of _____ Dollars and _____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

GENERAL CONDITIONS - INDEX

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

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GENERAL CONDITIONS

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

GENERAL CONDITIONS

1. GENERAL:

It is mutually agreed by the parties hereto that this Contract is subject to the provisions of the Constitution of the State of Florida, and of the several acts of the Legislature under which the Owner exists, and of the ordinances and resolutions authorizing this project and under which this project will be constructed, and Federal Laws or Codes; that upon ten (10) day notice, the work under this Contract may, without cost or claim against the Owner, be suspended by the Owner for substantial cause; that this Contract is subject to the additional conditions and stipulations which follow.

2. DEFINITIONS:

The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents as specifically defined in the Contract, be construed as follows, unless a different meaning is clear from the context:

- A. Owner: The party or parties of the first part hereto. The Town of Pembroke Park, Broward County, Florida.
- B. Town Project Manager: Town Project Manager is the Town Engineer, or his authorized agents.
- C. Contractor: The individual, partnership, or corporation agreeing to perform the work for the owner, the party of the second part of the Contract.
- D. Drawings: The Drawings, or reproductions thereof, prepared by the consulting Engineer, which show the locations, character, dimensions, and details of the work to be done under this Contract. All working drawings submitted by the Contractor and approved by the consulting Engineer become part of the Drawings.
- E. Engineer: Calvin, Giordano & Associates, Inc., and as also may be referred to as Architect/Engineer.
- F. Addendum: A modification of the Contract Documents issued in writing by the Town of Pembroke Park Purchasing Division prior to the opening of bids.
- G. Change Order: A written order issued by the Town Project Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.
- H. Notice to Proceed: A written notice executed by the Owner or his agent which shall designate the date upon which work under the Contract shall commence.

- I. Surety: Shall mean any corporation that executes, as surety, the Contractor's Public Construction Bond securing the payment and performance of this Contract.
- J. The Work: Shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract and shall include any extra work properly authorized.
- K. Site: Shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Town Project Manager.
- L. Subcontractor: Shall mean any individual, partnership, or corporation other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or labor, materials, and equipment at the site.
- M. Substantial Completion Date: The date on which the work (or specified part thereof), in the opinion of the Engineer, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified portion thereof) can be utilized for the purpose for which it was intended.
- N. Completion Date: Shall mean the date specified in the Notice to Proceed on which all contract work is complete in all respects and no work remains, including cleanup, other than guarantee and maintenance work.
- O. Specifications: All of the directions, requirements, standards of performance applying to the work as hereinafter detailed, designated by reference, or which may be stated in an Addendum.

3. CONTRACTOR'S UNDERSTANDING:

The Contractor hereby admits and agrees that he has carefully read and considered the Instructions to Bidders herewith attached, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

4. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor expressly undertakes at his own expense;
 - (1) To take every precaution against injuries to persons or damage to property.
 - (2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
 - (3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - (4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.
 - (5) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant or any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

(6) To affect all curing, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Town Project Manager, not to cut or otherwise alter the work of any other Contractor.

B. The Contractor shall accept full responsibility for the work until final acceptance by the Town. He shall protect the work against all loss or damage sustained during the progress of the work, and promptly repair any damage done from any cause whatsoever as described hereinafter.

(1) Weather Conditions: In the event of temporary suspension of work, or during inclement weather, or whenever the Town Project Manager shall direct, the Contractor will, and will cause his Subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

(2) Protection of Work and Property--Emergency: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He Shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury.

(3) In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town Project Manager, in a diligent manner. He shall notify the Town Project Manager immediately thereafter.

(4) Where the Contractor has not taken action but has notified the Town Project Manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Town Project Manager.

(5) The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 16 and Article 19 of the General Conditions.

5. TIME OF STARTING WORK:

The work embraced in this Contract shall be actively begun within ten (10) calendar days after delivery of a Notice to Proceed at such point or points as the Town Project Manager may authorize. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the Contract.

6. SCHEDULE OF WORK:

Within two weeks after the execution of the Contract, the Contractor shall submit for approval, a schedule of work consisting of diagrams and written description, describing how he intends to progress with the construction within the Contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and approved and no extension of time shall be granted as a result of the Contractor's failure to timely submit the SCHEDULE OF WORK.

7. TIME OF COMPLETION:

Time being an essential condition of this Contract, the entire work shall be completed on or before the time set forth in the Contract and on or before the date specified in the Notice to Proceed.

8. LIQUIDATED DAMAGES:

- A. Upon failure of the Contractor to complete the said Contract within the contract time allowed for completion after the "Notice to Proceed", the Contractor shall pay the Owner the sum or sums set forth in the Contract for each calendar day beyond the date of completion that is required by the Contractor to complete the said Contract, not as a penalty or forfeiture, but as liquidated damages to the Owner because of such default by the Contractor, which damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner in consequence of such default and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of such failure of the Contractor to complete said Contract within the contract time set forth in the Contract.
- B. Regardless of whether or not a single contract is involved, the above stated liquidated damages shall apply separately to each portion of the project for which a time of completion is given.
- C. The Owner is hereby authorized to deduct the designated sums per day from the moneys which may be due or become due from said Contractor for the work under this Contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

9. REIMBURSEMENT OF EXPENSES:

Should the final completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accented as herein provided, all costs of Engineering and Inspection on behalf of the Owner, will be charged to the Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to him from time to time.

10. EXTENSION OF TIME:

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of time for completing the work. Said extension Shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said Owner of the right to abrogate the Contract for delay.

11. CONTROL OF THE WORK:

- A. The Town Project Manager, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Town Project Manager. The Town Project Manager and his authorized assistants shall at all times have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Town Project Manager may desire, respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor be directed or permitted to perform night work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Town Project Manager, so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Town Project Manager, and no extra compensation shall be allowed the Contractor therefor. In the event of night work, the Contractor shall furnish such lights, satisfactory to the Town Project Manager, as will insure the proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all County or Town ordinances relating to noise or work during prohibited hours.
- B. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Town Project Manager shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Town Project Manager shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

12. INSPECTION:

No inspector shall have the power to waive the obligations resting upon the contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Town Project Manager to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Town Project Manager to do so. All work, all materials, and all methods of construction shall be at all times and places subject to the inspection of the Town Project Manager who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Town Project Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town Project Manager shall be equitable.

13. SUPERINTENDENCE:

When the Contractor is not present on the work, orders will be given to the foremen or superintendents who may have immediate charge thereof, and shall be by them received and strictly obeyed. It is understood that such representative shall be acceptable to the Town Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

14. SUBCONTRACTORS:

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Owner. In all cases, the Contractor shall give his personal attention to the work, the subcontractors being considered as foreman employed by the Contractor and liable to be discharged by the Town Project Manager for neglect of duty of incompetence or misconduct.
- C. The Contractor, as soon as practicable after the award of the Bid, and before the Owner shall make any partial payments to the Contractor, shall furnish to the Town Project Manager in writing for acceptance by the owner and Town Project Manager, a list of the names of the subcontractors proposed for the principal portions of the work. The Town Project Manager shall promptly notify the Contractor in writing if either the owner or Town Project Manager, after due investigation, has reasonable objection to any subcontractor on such list and does not accept him. Failure of the Owner or Town Project Manager to make objection within two weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without the written approval of the owner and Town Project Manager.
- D. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts, relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Contractor represents that it shall enter into subcontractor agreements with all of its subcontractors and that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract such that subcontractor shall have all responsibility and obligations of Contractor as specifically provided in the Contract documents or unless provided otherwise in this Contract document, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract. Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

- F. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

15. EMPLOYEES:

None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions of the Town Project Manager in anything relating to this work, or who appears to the Town Project Manager to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of said Town Project Manager, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Town Project Manager or his assistants by the Contractor or his employee or agents, shall be authority for the Owner to annul the Contract and re-let the work.

16. CHANGES, EXTRA AND OMITTED WORK:

- A. It is mutually agreed that no change involving material change in cost, either to the Owner or Contractor, shall be made except upon written permission of the owner. Extra work shall be paid for as set forth in Article 19 of the General Conditions. Omitted work shall be credited against the money due the Contractor by one of the methods described in said Article 19. The Contractor shall make no claim for extra work unless it has been approved by the Owner in advance of the work except that the Contractor may proceed to meet an emergency condition if the Owner's representative is not available.
- B. The Town Project Manager shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.
- C. Any work not herein specified, which may be fairly implied as included in the Contract, of which the Town Project Manager shall judge, shall be done by the Contractor without extra charge.

17. PAYMENTS/RETAINAGE:

- A. The amount of the Contract will be a lump sum price and/or a price obtained by applying fixed unit prices to estimated quantities which are subject to adjustment at completion of the work to reflect actual quantities involved. Wherever the unit of measure is listed as a lump sum, the Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in the Contract Documents that may be construed as a quantity of work and/or materials. Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages. Progress payments on the Contract amount for the value of work completed

and component material on site will be made upon request at intervals of not less than monthly.

The request must be made through the Town Project Manager on an approved estimate showing the component breakdown of the work totaling the awarded Contract price and the amount of work for each item completed at the time of the request. Except as may be modified in the Special Conditions (if any), ten percent (10%) of all amounts earned will be retained by the Owner until final completion and acceptance of the work.

- B. It is anticipated that payments to the Contractor, based on periodic estimates will be made within twenty-five (25) days after approval and certification to the Owner are given by the Town Project Manager.
- C. All material and work covered by partial payments made shall there upon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

D. **Owner's Right to Withhold Certain Amounts and Make Application Thereof:**

The Contractor agrees that he will indemnify and save the Owner, its officials, and employees harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor acknowledges he has received separate and distinct consideration from Owner, elsewhere specified herein, for this indemnity. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished and all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

- E. In paying any unpaid bills of the Contractor, the Owner shall be deemed the Agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

18. FINAL PAYMENT:

When all work embraced in this Contract shall have been fully completed agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Contractor shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. The

Contractor shall certify the final estimator to the Owner and Engineer. From the sum total so found shall be deducted, firstly, all previous payments made to the Contractor and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the form attached hereto and made a part hereof, upon the Owner making the final settlement and payment as aforesaid. The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final, or otherwise, shall operate to release the Contractor of his/her sureties from any obligations under the Contract Documents, including the Public Construction Bond.

19. EXTRA WORK:

A. The Owner may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the Specifications or Drawings. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- (1) By such applicable unit prices, if any, as are set forth in the Contract; or
- (2) If no such prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the Owner and the Contractor; or
- (3) If no such unit prices are so set forth in the Contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - (a) For all labor and foremen in direct charge of the authorized operations the Contractor shall receive the current local rate of wages, to be agreed upon in writing before starting such work, for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 15 percent (15%) of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - (b) For all materials used the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - (c) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - (d) The Contractor's profit shall be computed by taking ten percent (10%) of the sum of items 3(a) and 3(b) above. The total cost of performing this extra work shall then be the sum of items 3(a),

3(b), 3(c), and 3(d).

- B. Records of extra work done, if any, shall be reviewed at end of each day by the Contractor or his representative and the Town Project Manager, duplicate copies of accepted records made and signed by both Contractor or his representative and the Town Project Manager, and one copy retained by each.
- C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

20. OMITTED WORK:

The Owner may, at any time by a written order and without notice to the sureties, require the omission of such Contract work as it may find necessary or desirable. All work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced and shall be determined as follows:

- A. By such applicable unit prices, if any, as set forth in the Contract; or
- B. By the appropriate lump sum price set forth in the Contract; or
- C. By reasonable and fair estimated cost of such omitted work as determined by the Town Project Manager.

21. OWNER'S RIGHT TO TERMINATE CONTRACT:

- A. If in the opinion of the owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Town Project Manager as being defective or unsuitable, or if at any time the owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the contractor in writing, and if the contractor shall not within ten (10) calendar days thereafter, take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction, and completion of the work, the Owner may notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The Owner may thereupon advertise and re-let a contract for the uncompleted work in the same manner as was filled in the letting of this Contract and charge the cost thereof to the original Contractor upon his Contract; and excess of cost arising therefrom over and above the original Contract price shall be charged against the original Contractor and his surety or sureties who shall be liable, therefore.
- B. If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Town Project Manager relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to advertise and re-let a contract for the unfinished work, and such annulment shall not entitle the Contractor to any claim for

damages on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

22. PERMITS AND PROTECTION OF PUBLIC:

- A. The Contractor shall procure and pay all permits, licenses, and approvals necessary for the execution of his contract.
- B. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.
- C. The Contractor shall be required to observe all the ordinance in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets, parking lots, and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments, or obstructions; he shall place sufficient red lights at or near the work, keep the same burning from sunset to sunrise, employ watchmen and strictly obey all laws and ordinances controlling or limiting those engaged on similar work.
- D. Where there are telephone, telegraph, light, or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets, parking lots, or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.
- E. The Contractor will not be permitted to interfere with public or private travel and convenience by grading or tearing up streets, parking lots, or alleys indiscriminately, but the work of conducting the various items of this Contract shall proceed in an orderly, systematic, and progressive manner.

23. ROYALTIES AND PATENTS:

- A. The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized and incorporated into the project must be paid to the holder of the patent, or his authorized licensee, directly by the Contractor and the cost for such fees included in bid price.
- C. If the Contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The contractor and/or his Sureties shall indemnify and save harmless the Owner, its officials, and employees, of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design,

device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense including attorneys and appellate fees, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

24. MATERIALS AND MANUFACTURED ARTICLES:

- A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town Project Manager, of equal substance and function. It shall not be purchased or installed by the Contractor without the Town Project Manager's written approval. Specific exceptions are explained in the Special Conditions (if any).
- B. If two or more brands, makes of material, manufactured articles, devices, or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device, or equipment which, in the opinion of the Town Project Manager, is the recognized equal of that specified considering quality, workmanship and economy of operation, and is suitable for the purpose intended, may be accepted.
- C. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner.
- D. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- E. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the Town Project Manager, is in conformity with approved modern practice.
- F. Wherever the Drawings, specifications or other Contract Documents, or the directions of the Town Project Manager admit of doubt as to what is permissible and/or fail to note the quality of any work, that interpretation will be made by the Town Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.
- G. In all cases, new materials shall be used, unless this provision is waived by notice from the Owner or the Town Project Manager in writing.

25. LIST OF MATERIALS, FIXTURES AND EQUIPMENT:

- A. Within 15 days after receipt of Notice to Proceed and before any materials, fixtures or equipment are purchased, the Contractor shall submit for approval by the Town Project Manager a complete list of these materials, fixtures and equipment shown in the Special Conditions (if any), together with the names and addresses of the manufacturers, and their catalog number and trade names. The Contractor shall furnish other detailed information when so directed, under the various items. No consideration will be given to partial lists submitted from time to time except that approval of long delivery items of equipment may be requested individually. Approval of items will be based upon manufacturer's published ratings. Any such items listed which are not in accordance with the Specification requirements may be rejected, and the owner shall then have the right to select fixtures and equipment therefor. The Contractor shall furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the Specifications as well as any exceptions he may take to the Specifications. Failure to furnish such statement will be interpreted to mean that the equipment meets all requirements of the Specifications.
- B. If the Contractor fails to submit for approval within the specified time a list of materials, fixtures, and equipment, in accordance with the preceding paragraph, the Town Project Manager may select a complete line of such items. Selections made by the Town Project Manager shall be final and binding and the items shall be furnished and installed by the Contractor without change in the contract price or time of completion.

26. SHOP DRAWINGS, SUBSTITUTIONS AND LIST OF MATERIALS

- A. Contractor shall comply with Section 01340 Shop Drawings, Working Drawings and Samples and Section 01600 Materials and Equipment of the Technical Specifications. Contractor shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficacy, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with the Drawings and Specifications.
- B. Within 30 days of the Notice to Proceed or later date identified by the Owner the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications.
- C. After the approval of the list of items required in Paragraph B, next above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show an approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in Contractor's

letter of transmittal. Failure to so point out such departures shall not relieve Contractor from his responsibility to comply with the Drawings and Specifications.

- F. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment, or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be done until the Engineer has approved the said Drawings. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items, which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Engineer's comments as to compliance, non-compliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in black ink.
- I. Contractor shall submit copies as provided in Section 01340 Shop Drawings, Working Drawings and Samples of the Technical Specifications (additional copies may be requested for multi-discipline related items) of each Shop Drawing to the Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with the Engineer's approval at the job Site at all times.
- K. Engineer has been engaged by Owner to review each Shop Drawing submittal and the record drawings up to two times as may be necessary. Should a shop drawing or record drawing not receive final approval from the Engineer after two reviews, the cost of the Engineer's time for subsequent review of the submittal shall be paid by the Contractor. A Change Order shall be prepared to deduct this cost from the final Contract amount.

27. SUPPLEMENTARY DRAWINGS

- A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, Drawings, known as supplementary drawings, with specifications pertaining thereto shall be prepared by the Engineer
- B. The supplementary drawings shall be binding upon the Contractor with the same force as the Drawings. Where such supplementary drawings require either less or more than the estimated quantities or work, credit to the Owner or compensations therefor to the Contractor shall be subject to the terms of the agreement.

28. INSURANCE:

The Contractor shall take out and maintain during the life of this Contract such Insurance as stipulated in the "Instructions to Bidders."

29. INDEMNITY

The Contractor shall meet all requirements of item 21 set forth in the "Instruction to Bidders" section, during the life of this contract.

30. Item Not Used

31. Item Not Used

32. Item Not Used

33. PROTECTION OF WORK AND MATERIALS:

Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

34. SUSPENSION OF WORK DUE TO WEATHER:

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Town Project Manager as to suspensions shall be final and binding. During the suspension of the work from any cause, it shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Town Project Manager shall so direct, the rubbish and surplus material shall be removed. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such material shall be removed and replaced at the expense of the Contractor.

35. SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work shall be erected and maintained by the Contractor in such manner and at such points as shall be approved by the Town Project Manager. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Town Project Manager, and obey and enforce such sanitary regulations and take such precautions against infectious disease as the Town Project Manager may deem necessary. Should any infectious disease occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

36. SHANTIES:

Should the Contractor build shanties, or other structures for housing men, tools, machinery, and supplies, they shall be permitted only at approved places, and their

surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed together with all rubbish and trash, at the expense of the Contractor.

37. GUARANTEES:

Contractors shall guarantee the equipment, materials, and labor performed under this Contract against any and all failure in proper use and operation for a period of one (1) year from date of final acceptance of the work completed under this Contract. Contractors shall also obtain warranties from manufacturers for each piece of equipment furnished and/or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to Contractor through the period of one (1) year after date of final acceptance of the work completed under this Contract. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

38. BUILDING PERMITS AND LICENSES:

The Contractor shall obtain all building and construction permits required for the work specified herein from the Town agency or department having jurisdiction over the work. The Contractor shall comply with all applicable codes and regulations and shall schedule and obtain inspections on all items requiring inspection.

39. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

The Town Project Manager shall decide all questions concerning the interpretation of the Drawings and Specifications pertaining to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

40. CONTRACTOR TO CHECK DRAWINGS AND DATA:

- A. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Town Project Manager or the owner, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Town Project Manager, should any error or omission be discovered. All schedules are given for the convenience of the Town Project Manager and Contractor and are not guaranteed to be complete.
- B. Should the Contractor encounter sub-surface and/or latent conditions at the

site materially differing from those shown on the plans or indicated in the Specifications, he shall immediately give notice to the Town Project Manager of such conditions before they are disturbed. The Town Project Manager will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 16 of the General Conditions.

41. DISPUTED WORK:

If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the Town Project Manager, in writing, of his contentions with respect thereto and request a final determination thereon. If the Town Project Manager determines that the work in question is Contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed, and the Contractor must promptly comply. Final determination and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

42. NO WAIVER OF LEGAL RIGHTS:

- A. Inspection by the Town Project Manager or by any of his duly authorized representatives, any order, measurement or certificate by the Town Project Manager, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time, or any possession taken by the Owner shall not operate as a waiver of any provision of the Contract or any power therein reserved to the Owner or any right to damages therein provided. Any waiver of any breach of the Contract shall not be held to be a waiver of subsequent breach.
- B. The Owner reserved the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The Owner further reserves the right should conclusively proof of defective work on the part of the Contractor be discovered after the final payment has been made to claim and recover by proceeds of the law such sums as may be sufficient to correct the error or make good the defects in the work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

43. INTENT AND CORRELATION OF DOCUMENTS:

- A. Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished

by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Contractor shall make plural and complete all Work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.

B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract documents, the order of precedence shall be as follows:

- Change Orders
- Contract
- Addenda
- Drawings
- Special Instructions
- Special Conditions
- General Conditions
- Bid Form

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large-scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting

and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.

- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

44. DEFECTIVE WORK:

- A. If at any time, before final acceptance of the work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove, and dispose of all defective or unsatisfactory work or materials, and supply others in accordance with the Contract. Previous construction of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Town Project Manager, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the owner shall have the authority to cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the owner in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract forfeited, in which case the owner at its option may instruct the Town Project Manager to purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the contract bond. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.
- D. At the request of the Town Project Manager, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good

of the parts removed, shall be paid for by Change Order, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

- E. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the owner to final acceptance.
- F. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner, its officials, and employees, against any such claim.

45. SEPARATE CONTRACT:

- A. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town Project Manager any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute his acceptance, at his own risk, of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.
- C. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Town Project Manager any discrepancy between the executed work and the Drawings.

46. DISTRIBUTION OF WORK:

- A. Arrangement of the Specifications in sections under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as deems practical without unreasonable complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use of the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Town Project Manager an arbitrator to establish subcontract or trade limits between Contractor and subcontractor or trades.
- B. Contractor and all subcontractors shall study all of the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange distribution

of the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and he shall make all necessary adjustments to this end.

47. REFERENCE TO STANDARDS:

- A. Wherever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications are hereby made a part of the Contract the same as if they were incorporated by reference herein and repeated in full.

In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the Specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Town Project Manager, whose judgment will be final.

- B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers' Association
IEEE	for Institute of Electrical and Electronic Engineers
AFBMA	for Anti-friction Bearing Manufacturers' Association
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
AWPA	for American Wood Preservers Association
CIPRA	for Cast Iron Pipe Research Association Fed. Spec. for Federal Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SHBI	for Steel Heating Boiler Institute
DOT	for Florida Department of Transportation
U.L., Inc.	for Underwriters' Laboratories, Inc.
ANSI	for American National Standards Institute
NFPA	National Fire Protection Association
FBC	for Florida Building Code

- C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

48. STOCKPILED MATERIAL:

No payment will be allowed for stockpiled material to be incorporated in the work unless specifically set forth in the Technical Specifications.

END OF SECTION

SPECIAL CONDITIONS INDEX

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

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SPECIAL CONDITIONS

BID NO. ITB 22-05

**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve
Safety Improvements**

1. SCOPE

Work under this Contract includes furnishing all materials, labor, tools, equipment, supervision, and incidentals necessary to construct the improvements as indicated on the Drawings and specified herein, and to perform all repair and replacement work necessary as a result of damages caused during this construction. All work shall be complete in place and ready for continuous operation.

2. GENERAL

The provisions of this Section shall modify and amplify the general requirements of other sections of these Specifications in specific instances, and shall have full force and effect as if contained in each section.

3. APPLICABLE LAWS

The Contractor shall obey all applicable Federal, State, and local laws.

4. STANDARDS

Wherever in these Specifications certain standards or regulations are referred to by name and/or number, the applicable publication shall be the latest revision thereof.

5. QUALITY OF ITEMS

All material and equipment furnished for this project shall be new and unused and of domestic manufacture. Any materials or equipment which, in the opinion of the Owner, has become excessively weathered or damaged since manufacture shall not be considered as new.

6. ITEMS SPECIFIED ON DRAWINGS

Items of material, equipment, machinery, and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the Specifications of the Drawings.

7. TIME OF COMPLETION (SCHEDULE)

A. The work shall begin at the time stated in the "Notice to Proceed" issued to the Contractor and be completed within the allotted contract time set forth in the Contract.

8. WORK SCHEDULE

As required in Article 6 of the General Conditions, the Contractor shall provide the Project Manager/Owner with a work schedule setting out in detail his/her plan for completing the work within the Completion Schedule. The work schedule shall indicate among other things the time required for ordering, manufacturing, and delivering of pipe and other materials. This work schedule shall be reviewed by the Project Manager/Owner and once approved shall serve as a guide to the progress of construction and the performance of the Contractor. No partial payments shall be approved for payment by the Project Manager/Owner until there is an approved work schedule on hand.

9. COORDINATION OF WORK

The Contractor may expect other construction to occur in the vicinity of this project during the course of the contract. In such instances, the Contractor will be required to cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner.

10. PAYMENT

- A. Payments for partial completion of lump sum items will be determined by the Project Manager/Owner based on the amount of work done.
- B. Payments for unit price items may be subject to a retention based on the amount of work remaining for full completion. It is anticipated that this retainage will primarily represent testing, restoration, etc., and should not exceed approximately ten percent of the unit price for the bid item as applied to the quantity being approved for payment. The percentage amount of this additional retainage will be determined by the Project Manager/Owner based on the amount of work done and is in addition to the retainage discussed in paragraph C. below.
- C. All pay items whether lump sum or unit price are subject to the ten percent retainage for each partial payment as specified in Article 17 of the General Conditions.

11. EXTRA QUANTITIES

Should it become necessary to increase the quantities of materials above those required to complete the work shown on the Drawings or specified herein due to changes in the design or layout of the works, the Contractor shall furnish and install such additional materials or make such additional excavation as ordered by the Owner in writing.

12. BID BREAKDOWN

The Bidder shall furnish a detailed breakdown of the costs used in preparing his/her Bid within thirty (30) days after Contract award. This breakdown, if approved, so furnished by the successful Bidder, shall become the basis for partial payments to be made to the Contractor in accordance with General Conditions. If the cost breakdown appears to be unbalanced, the detailed breakdown may be rejected, or the Owner may make such revisions as may be necessary to balance the various costs in the breakdown to arrive at a realistic cost breakdown.

13. SALES TAX

The Contractor shall familiarize himself/herself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

14. RESPONSIBILITY FOR MATERIALS

The Contractor shall be responsible for all materials, equipment and supplies sold and delivered to the Owner until final inspection of the work and acceptance thereof by the Owner. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to the Owner.

15. FINAL BILL OF MATERIALS

The Contractor shall be required to submit a final bill of materials with unit costs for each bid item requiring materials only. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item.

16. INVOICES FOR MATERIAL ON SITE

To receive approval for progress payment on component material on site, the Contractor is required to submit to the Owner copies of the original paid invoices with the monthly estimate for all material to be approved for payment. This requirement applies to both lump sum and unit price items.

17. SALVAGE

Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Owner and if so shall be excavated, if necessary, and delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging shall be disposed of by the Contractor at a suitable location.

18. FIELD LAYOUT OF THE WORK

The entire responsibility for establishing and maintaining line and grade in the field lies with the Contractor. The cost of all such field layout and surveying work shall be included in the bid prices for the appropriate items and shall not result in any additional or separate cost to the Owner.

19. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, locations, materials, and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him/her of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his/her own expense. He/she will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Owner, should any error or omissions be discovered. All schedules are given for the convenience of the Owner and Contractor and are not guaranteed to be complete.

20. LOCATION AND PROTECTION OF UTILITIES

It shall be the Contractor's responsibility to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the Drawings. Utilities shall be located and marked in the field. The Contractor shall take whatever steps are necessary to protect the utilities from damage. Any damages sustained by any utility as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money shall be due for this repair or replacement work under this Contract.

21. WORK ADJACENT TO UTILITIES

The attention of the Contractor is drawn to existing utilities in the construction area. The Contractor shall protect all existing utilities throughout the construction and shall contact the offices of Sunshine 811 and various utility companies, if necessary, at least 48 hours prior to the start of any construction.

22. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that overhead high voltage power lines exist in the vicinity of the construction area and the Contractor should conform to Florida Industrial Commission Regulation 185S-4-CB-1958 "Regulation for Use of Cranes, Draglines and Similar Equipment Near Power Lines."
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned are given advance notice of any such excavation by the Contractor.

23. MAINTENANCE OF OPERATION

- A. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary for the Contractor to interrupt the operation of the system. In all cases where the Contractor must cause an interruption, he/she shall prepare and submit and to the Owner seven (7) days prior to commencing the work, a complete description and his/her proposed procedure and a time schedule which he/she will guarantee. At least twenty-four (24) hours prior to the time proposed for starting the work the Contractor will be notified whether or not the work will be permitted as proposed.
 - (1) The Owner reserve the right to require the Contractor to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
 - (2) In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the work are on the site. Back-up equipment on key

equipment items shall be required on work necessitating interference with the existing system.

24. UTILITY (EXISTING & NEW)

The Contractor will plan his/her work and conduct his/her construction operations in cooperation with the various utility companies. The Contractor will use extreme caution where construction is performed in proximity to utilities, and the Owner will be notified when any work may conflict with utilities.

25. TESTING

- A. All testing not otherwise called for in these Specifications shall be directed by the Owner or his/her authorized agent.
- B. Unless otherwise specifically stated in the Drawings or Specifications, all laboratory expenses will be paid by the Contractor.
- C. The Contractor will be required, at his/her expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including the laboratory fees to ensure all work meets the minimum standards within the specified tolerances set forth in the Specifications.

26. SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, irrigation systems, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired, and restored to a condition acceptable to the Owner.

27. ENFORCEMENT OF SPECIFICATIONS

Copies of the Specifications will be placed in the hands of all the assistants to the Owner and Inspectors employed on the work, who shall enforce each and every requirement of the Contract. Such assistants shall have no authority to vary from such requirements.

28. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated the Occupational Safety and Health Act of 1970 (PL 91596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 9154).

29. APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS

The Contractor shall comply with all provisions of Section 446.011, et.seq, Florida Statutes, as promulgated by Chapter 8AA4, Florida Administrative Code, as amended, which requires among other things that all contracts in excess of \$25,000:

- A. The Contractor or supplier agrees to make a diligent effort to hire for the performance of the contract a number of apprentices or trainees in each occupation which bears to the average number of journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.
- B. The Contractor or supplier agrees, when feasible, to assure that 25 percent of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be to be hired is fewer than four.
- C. The Contractor or supplier agrees to submit, at three-month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in Their first year of training; and total hours of work of all apprentices, trainees, and journeymen.
- D. The Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken towards making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

30. WORKING HOURS - HOLIDAYS

Work on the Contract shall not be performed during Sundays and state or Town legal holidays, except in time of emergency and then only under written permission from the project manager. Working hours should normally be restricted to the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. TO 5:00 P.M. Saturday.

31. STAGING AREA(S)

Contractor shall be permitted to stage work services in areas designated by the Town. Staging area(s)s for dumpster(s), work vehicle(s) and employee parking are identified on Exhibits A, B, C & D (attached).

32. SPECIAL REQUIREMENTS OF BROWARD COUNTY CDBG PROJECTS

The prime contractor shall, and shall require each subcontractor to fulfill the county requirements by accepting referrals and interviewing eligible laborers and/or trainees. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry level positions available.

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