

VILLAGE OF ROYAL PALM BEACH, FLORIDA

PROJECT NAME: **Sycamore Drainage Issue**

PROJECT NUMBER:

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: Tuesday, July 2, 2024

TO: Prospective Bidders

THIS ADDENDUM NO. **THREE** INCLUDES THE FOLLOWING:

Bid Documents

1. Delete pages MA18 thru MA22, MODEL AGREEMENT (Attachment 1)
2. Add pages C18 thru C21, Contract (Attachment 1)
3. Add pages EG-36.1 thru EG-36.5

APPROVED BY: Christopher A. Marsh, P.E., Village Engineer

ACKNOWLEDGMENT OF RECEIPT: _____
Bidder

~~**MODEL AGREEMENT (ATTACHMENT 1)**~~

Village of Royal Palm Beach	Vendor:
Project: Sycamore Drainage Repair	PRJ #

~~This Agreement, entered into this _____ day of _____, 20____, effective immediately by and between _____, a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “**Village**.”~~

~~**WITNESSETH:**~~

~~Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:~~

- ~~1. Village and **VENDOR**, both hereby agree to enter into an agreement for the provision of **Sycamore Drainage Repair Services**. This agreement will commence on the date written above and will end after the one year warranty period expires.~~
- ~~2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the proposal attached hereto and Exhibits “A-E”. Both parties hereby agree and acknowledge that this three (3) page Agreement, along with Exhibits “A-E” and any other documents required by the Village Specifications shall constitute the entire Agreement.~~
- ~~3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail —or hand delivered to the parties at the following addresses:~~

Village: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Raymond C. Liggins, P.E. _____ Village Manager	Vendor: Attn:
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- ~~4. The **VENDOR** is a business engaged in providing **Sycamore Drainage Repair Services** and agrees to perform the following **Sycamore Drainage Repair Services**. See “Exhibit “A”.~~
- ~~5. **VENDOR** agrees to indemnify and hold harmless the Village against any and all claims, —suits, demands or other cause of action, including reasonable attorney’s fees and expenses in —defending the same, which may arise or be asserted against the **VENDOR** by reason of the —operation of the **VENDOR**’s business or injury to an employee of the **VENDOR**.~~

~~6. **VENDOR** agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of **VENDOR** under this agreement, on the basis of race, color, religion, national origin, ancestry, sex, or age. Violation of this provision, at the option of Village, may be treated as a breach of this Agreement.~~

~~7. **VENDOR** shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.~~

~~8. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.~~

~~9. Either party may terminate this Agreement by providing a ninety (90) day written notice.~~

~~10. This two (2) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.~~

~~11. **INSPECTOR GENERAL.**~~

~~Pursuant to Sec. 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the VILLAGE shall fully cooperate with the Inspector General in the exercise of the inspector general's functions, authority and power. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, monitor, investigate and inspect the activities of the VILLAGE as well as contractors and lobbyists of the VILLAGE in order to ensure compliance with this Agreement, and to detect waste, corruption and fraud.~~

~~12. **PUBLIC RECORDS.**~~

~~In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in~~

~~possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.~~

~~IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790 5100, OR AT Ddisanto@RoyalPalmBeachfl.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.~~

~~13) E-VERIFY EMPLOYMENT ELIGIBILITY~~

~~CONSULTANT warrants and represents that it is in compliance with Sec. 448.095, *Florida Statutes*. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Sec. 448.095(1)(k), *Florida Statutes*, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The VILLAGE shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended.~~

~~If VILLAGE has a good faith belief that CONSULTANT'S subconsultant has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended, VILLAGE shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.~~

~~In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by the VILLAGE as a result of the termination.~~

14) PUBLIC ENTITIES CRIMES ACT

~~As provided in Secs. 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), *Florida Statutes*.~~

15) SCRUTINIZED COMPANIES

~~For Contracts under \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes*, if the CONSULTANT has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, or if CONSULTANT is engaged in a boycott of Israel.~~

~~For Contracts over \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*. The CONSULTANT further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Sec. 287.135, *Florida Statutes*. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes* or if the CONSULTANT has been placed on one of the aforementioned lists created pursuant to Sec. 215.4725, *Florida Statutes*. Additionally, the VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Sec. 287.135, *Florida Statutes*.~~

Witnesses to Vendor: _____ **Vendor:** _____

Signature

Print Name & Title

Witnesses to Village: _____ **Village of Royal Palm Beach:** _____

Raymond C. Liggins, P.E.
Village Manager

Attest:

Diane DiSanto, Village Clerk

Approved As To Form And
Legal Sufficiency

By: _____

Village Attorney

CONTRACT (ATTACHMENT 1)

THIS CONTRACT, made and entered into this _____ day of _____, 20____,
between The Village of Royal Palm Beach a municipality, incorporated in the State of
Florida, hereinafter referred to as the "OWNER" and _____
hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Sycamore Drainage Repair Village Project Number: TBD

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Request for Proposals
- B. Instructions to Proposers
- C. Exhibit A – Price Proposal
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Notice to Proceed
- G. General Conditions (EJCDC No 1910-8) (1996 Edition)
- H. Supplementary Conditions
- I. Roadway Technical Specifications
- J. Project General Conditions
- K. Technical Specifications
- L. Appendix
- M. Addenda
- N. Drawings

and to accept as full compensation for the satisfactory performance of this Contract the sum of
\$ _____ (\$ _____)
which is based on the lump sum price in the Bid Form. The price named in the Bid is for the
completed work, and include the furnishing of all materials and all labor, tools, and appliances
and all expense, direct or indirect, connected with the proper execution of the work and of

maintaining the same until it is accepted by the Owner, except as may be noted in the bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed. The time limit for the Substantial Completion of all work under this contract shall be _____consecutive calendar days. The Contract shall be Finally Complete within 30 consecutive calendar days of the date of substantial completion.

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

Diane DiSanto, Clerk

By: _____

(Seal)

OWNER:

Village of Royal Palm Beach

By: _____

Raymond C. Liggins, P.E., Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Village Attorney

ATTEST:

"CONTRACTOR"

By: _____ By: _____

Print: _____

Title: _____

(Corporate Seal)

signed, sealed and delivered in the presence of two witnesses:

Witness

Witness

EXHIBIT G

PROJECT NO.:«Project __»

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

_____(NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards. (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990). "Trench Safety Act".

The undersigned acknowledged that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
		\$
	Total	\$

(Signature)_____ (Date)_____

STATE OF _____ COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ (date)

by _____ (name). He/she is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal
Notary Name and Commission No.

Print

EXHIBIT G

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractor

Category of Work

EXHIBIT G

E-Verify Affidavit

Bid/Proposal Number: _____ «Project » _____

Project Description: _____ «Project Name» _____

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA PALM
BEACH COUNTY

Sworn to (or affirmed) and subscriber before me by means of ___physical presence or ___ online notarization on this ___ day of _____, 20___, by _____, who is personally known to me or has produced _____ as identification and who did / did not take an oath, in the state and county first mentioned above.

Notary Public _____ (affix seal)

My Commission Expires: _____

EXHIBIT G

NOTICE OF AWARD

TO: _____ Contractor

Address

ATT: _____
Name and Title

PROJECT: Village of Royal Palm Beach
«Project_Name» PROJECT NO: «Project_»

Dear _____

You are hereby advised that you are the lowest responsive, responsible bidder for the above-referenced project resulting from your Bid of \$ _____ and _____ days to complete the work.

Attached are two (2) copies of Contract Documents for your execution. Execute all copies of the Contract; making sure all blanks and signatures are filled in, with the exception of the Contract date. The Village Clerk will insert the date in all applicable areas to reflect the date The Village executes the agreement; this includes the Public Construction Bond, which is issued on the date and simultaneously with the executed Contract Documents. You are to provide a Certificate of Insurance including thereon expiration dates and policy numbers and also naming The Village of Royal Palm Beach as additional insured. The insurance certificate must allow The Village 30 days notice (10 days written notice for cancellation due to non-payment of premium) should any of the policies be cancelled prior to expiration. Upon completion, return both originals to my office for review by the Village Attorney and final execution by The Village.

Both executed Contracts and additional required documents are to be returned within fourteen (14) days. Should you have any questions, please feel free to contact me.

Sincerely,

By: _____
Christopher Marsh, P.E.

EXHIBIT G

NOTICE TO PROCEED

TO:
ATT:

One copy of the executed contract for the above referenced project was given to you at the pre-construction meeting.

The commencement date is Day, Date. The substantial completion date shall be Day, Date (Number days per the contract).

Your attention is invited to the provision whereby you shall start to perform your obligations under the contract documents on the commencement date. Said date shall begin the contract time.

The engineer in charge of the work for The Village of Royal Palm Beach shall be:

Timothy Tack, P.E.
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411
O (561) 790-0221 C (561) 203-6735

Please feel free to contact me if you have any questions.

Respectfully,

Timothy Tack, P.E.
Project Manager