

VILLAGE OF ROYAL PALM BEACH, FLORIDA

PROJECT NAME: **La Mancha Avenue Drainage**
PROJECT NUMBER: **SW2504 , FM# 453182-1**

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: July 17, 2025

TO: Prospective Bidders

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

- 1) Remove pages PCB 39-41 and SC 96-97 from the Bid Documents, and replace with their Addendum 1 versions.

APPROVED BY: Adamo DiSisto, P.E., Project Engineer



ACKNOWLEDGMENT OF RECEIPT: _____

Bidder

PUBLIC CONSTRUCTION BOND

Bond Number: _____
(enter bond number)

PROJECT NAME: *Pedestrian Pathway Wayfinding*
PROJECT NUMBER: *VP# EN2102, FM# 450824-1*

BY THIS BOND, We

(Contractor's name, principal business address, and phone number)

as Principal, and

(Surety's name, principal business address, and phone number)

a corporation, as Surety, are bound to

The Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
561-790-5100

herein called 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 _____, _____, between Principal and Owner for construction of the project, specifically identified in bid documents for the above-referenced Project Number(s), the contract being made in part of this bond by reference, at all times and in the manner described in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), *Florida Statutes*, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the Owner sustains because of default by the 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 action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions under Section 255.05(2), *Florida Statutes*.

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.

DATED ON _____, _____.

(Name of Principal)

BY: _____

(Seal)

(Name of Surety)

BY: _____

(As Attorney in Fact)

(Seal)

(Agent for Surety must be licensed by Florida Office of Insurance Regulation)

(This page is intentionally left blank.)

- c. Guarantees
- d. Bonds
- e. Certificates or other evidence of insurance
- f. Certificates of inspection
- g. Electronic copy of Record Plans in PDF format
- h. Electronic copy of As Built Plans in DWF format
 - i. Include all sheets (cover, plans, details, etc.)
 - ii. Shall include northing, easting, and elevation (XYZ) data for the following: Permanent structures, sanitary sewer structures and pipes, water structures and pipes, storm sewer structures and pipes, grade breaks on permanent surfaces, electrical pull boxes and light poles, irrigation valves and pumps, and any other features required by OWNER
 - iii. Data shall be provided utilizing the same horizontal and vertical controls as Construction Plans
- i. Electronic copy of As Built Data in XLS format (template provided by OWNER)
- j. Hardcopy of As Built Data signed & sealed by a professional surveyor

SC-44 Replace General Conditions 44.3 – 44.5 with the following:

Owner will retain five percent (5%) of each Application for Payment provided, however, that when one hundred percent (100%) of the Work has been satisfactorily completed by Contractor and Contractor is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Contractor's subsequent Applications for Payment; provided, however, pursuant to Section 218.735(7)(e), Florida Statutes, upon Substantial Completion and within twenty (20) business days after the Project's punch list is prepared, Owner shall release all retainage previously withheld, shall cease withholding further retainage, and shall release said retainage to Contractor, less 150% of the estimated cost to complete the items on the punch list. To the extent retainage release and punch list procedures in this Agreement conflict with the requirements of applicable Florida law, including, but not limited to, Section 218.735, Florida Statutes, the latter shall control.

SC-47 Replace items 1 thru 5 of General Condition 47: Insurance with the following:

CONTRACTOR shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth in the table below and with insurers and under forms of policies acceptable to OWNER. CONTRACTOR shall deliver to OWNER Certificates of Insurance, evidencing that such policies are in full force and effect, no later than fourteen (14) days after receipt of Notice of Intent to Award, but in any event prior to execution of the contract by OWNER and prior to commencing work on the project site. Such Certificates shall adhere to the conditions set forth in the table below.

CONTRACTOR shall purchase and maintain during the life of this contract Workers Compensation insurance, including Employers Liability, to comply with all applicable State and Federal laws covering all of its employees on the work site, and in accordance with all of the limits, terms and conditions set forth in the table below. If any work is sublet, CONTRACTOR shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by CONTRACTOR's Workers Compensation insurance policy.

CONTRACTOR shall purchase and maintain during the life of this contract Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in the table below.

Should any of the work hereunder involve watercraft owned or operated by CONTRACTOR or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.

CONTRACTOR shall purchase and maintain during the life of this contract Comprehensive Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in table below.

Should any of the work include building, the CONTRACTOR shall procure and maintain "all risk" Builder's Risk insurance, including, but not necessary limited to fire, flood, wind and other water damage, in accordance with all of the limits, terms and conditions set forth in the table below.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, CONTRACTOR shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by CONTRACTOR or any subcontractor pursuant to the terms of this contract, subject to the limits, terms and conditions set forth in the table below.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by CONTRACTOR or any subcontractor, CONTRACTOR shall procure and maintain Aircraft Liability insurance in accordance with the terms and conditions of the table set forth below.

The requirements contained herein as to types and limits, as well as OWNER's approval of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.

The Certificates of Insurance must provide clear evidence that CONTRACTOR's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Article, in accordance with all of the limits, terms and conditions set forth in the table below. All involved policies must be endorsed so that thirty (30) days written notification of cancellation for any reason (other than non-payment of premium), and any material change(s) in coverage shall be provided to the Village of Royal Palm Beach. All involved policies must be endorsed so that ten (10) days written notice of cancellation due to non-payment of premium shall be provided to the Village of Royal Palm Beach. Insurance shall remain in force until all work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by the formal acceptance by the OWNER. In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Contract then, in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and any extension thereunder is in effect. CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in effect. OWNER may withhold payment to the CONTRACTOR until coverage is reinstated.

The CONTRACTOR shall deliver the original of the initial Certificates of Insurance to:
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411
Attn: Village Engineer