

OWNER:



**TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403**

INVITATION TO BID (ITB) #103-2018

**PROJECT:
TEMPORARY LANE CLOSURE AT 10TH STREET AND
NORTHERN DRIVE / PROSPERITY FARMS ROAD
SIGNALIZED INTERSECTION
TOWN OF LAKE PARK**

EXHIBIT B

Prepared by:

**TOWN OF LAKE PARK
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Date of Distribution: March 19, 2018

Bid Due Date: 2:00 p.m., April 19, 2018

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Exhibit A – Lane Closure Conceptual Plan

**TOWN OF LAKE PARK
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida (Town) is accepting sealed bids for:

TEMPORARY LANE CLOSURE AT 10TH STREET AND NORTHERN DRIVE /
PROSPERITY FARMS ROAD SIGNALIZED INTERSECTION
Invitation to Bid #103-2018

The purpose of this bid is to implement a temporary lane closure at the 10th Street and Northern Drive / Prosperity Farms Road intersection in the Town of Lake Park. The Scope of Work shall generally consist of signing/sealing of a Maintenance-of-Traffic (MOT) plan based upon a provided conceptual plan, which will include the installation of temporary traffic control devices as specified in the bid document. The lane closure is anticipated to remain in place for up to twelve (12) months. Items to be installed include, but are not limited to, flexible traffic delineators, painted pavement markings, and signage (static and variable message). A Bid Bond is required.

Sealed bids must be submitted in duplicate to the Office of the Town Clerk and may be deemed timely submitted if received by **2:00 p.m., April 19, 2018**. The Office of the Town Clerk is located at the Town of Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Bids received by the Office of the Town Clerk after 2:00 p.m. are automatically disqualified and will be returned to the sender unopened. Receipt of a bid by any Town office, department, receptionist, or employee, other than the Clerk's Office, does not constitute "receipt" as required by this solicitation.

Project Documents: No-fee bid documents will be available Monday, March 19, 2018, and may be obtained electronically by calling the Town Clerk at 561-881-3311, 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and requesting a 'No Charge' bid set. Bids shall be submitted on the form(s) provided.

Bid Documents: Envelope containing bid must be sealed and clearly marked, "TEMPORARY LANE CLOSURE, ITB #103-2018".

All bid prices shall be guaranteed firm for 90 calendar days from April 19, 2018. Any bidder who withdraws his or her bid within 90 calendar days after April 19, 2018 shall forfeit its Bid Bond.

A Bid Bond in the form of a Letter of Credit, or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, must be submitted to the Town with bid submittal. Neither a Performance Bond nor a Payment Bond is required.

All Bids which have been timely submitted will be opened and read aloud in the Town Commission Chambers at 2:00 p.m. on April 19, 2018. Award of the bid will be made at a Town of Lake Park Regular Commission Meeting.

All bidders are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders are advised that the Town will not supply or sell materials to bidders in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders shall demonstrate successful performance of projects of a similar magnitude, scope, value, and trade as this project.

The Town Commission reserves the right to reject any and all bids, to waive any informality in a bid and to make an award it deems to be in the best interest of the Town.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida

Published on: March 18, 2018
Palm Beach Post

BIDDERS UNDERSTANDING

PURPOSE OF BID

The sole purpose of this Invitation to Bid (ITB) is to retain a licensed, qualified Maintenance-of-Traffic (MOT) contractor to implement a temporary lane closure at the 10th Street and Northern Drive / Prosperity Farms Road signalized intersection. A conceptual plan has been provided as part of this bid package (see Exhibit A). This concept plan will need to be finalized, signed and sealed by a qualified traffic engineer. Furnishment and installation of variable message boards, static signage, traffic tape, pavement markings, and flexible lane delineators will be required. Please see schedule of bid items for anticipated quantities and conceptual plan for more detail. Contractor must be able to demonstrate successful completion of other projects of similar size and scope completed in the State of Florida.

No Bid may be withdrawn for a period of ninety (90) days after submittal. Bid bond will be required.

MANDATORY REQUIREMENTS:

Bidders shall visit the work site to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work which pertains to adjustments of traffic flow. Bidder must be licensed and qualified to perform MOT work, and must demonstrate successful completion of other projects of similar size and scope within the State of Florida.

All bids, to include any Addenda or acknowledgement of Addenda, shall be e-mailed, faxed, mailed, or delivered to the office of the Town Clerk, 535 Park Avenue, Lake Park, FL 33403.

BIDS MUST BE RECEIVED BY: 2:00 p.m., April 19, 2018

DELIVERY

All products and services must be delivered as bid. It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in this ITB. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees **not** to commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).

- Approved permit for the project.
- Receipt of a Town Purchase Order, referencing the project.
- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) ORIGINAL and ONE (1) COPY of the following documents:

- All Addenda, if applicable (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Bid Bond – Letter of Credit or Certified Cashier’s Check equal to at least 5% of base bid price.
- Clarifications/Exceptions Form
- List of Subcontractors and Prime Vendors
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- *Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Drug-Free Workplace Form
- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Non-segregated Facilities

**Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS

Bid packets may be obtained at no charge by calling the Town Clerk, Monday through Friday (excluding holidays) between the hours of 8:30 a.m. and 5:00 p.m. Bids shall be submitted in duplicate, one ORIGINAL and one copy, on the form(s) provided, and must be signed by the Bidder or his/her authorized representative. Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested.

2. ADDENDA -- CHANGES WHILE PREPARING BID

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this ITB prior to submitting their bid by contacting the Town of Lake Park, Town Clerk at 561-881-3311. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or transmitted via email, to all companies contacted to submit a bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

3. REJECTION OF BIDS

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the bid documents calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

4. AWARD OF CONTRACT

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The Town of Lake Park reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

5. EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRISE

- (a) The town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.
- (b) This division shall be read consistently with the Florida Civil Rights Act, F.S. Ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

6. BID PREFERENCES

The town shall provide one of the following bid preferences:

- (1) To local merchants that are within five percent of the lowest bid submitted; or
- (2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

7. CONFLICT OF INTEREST

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

8. PROTESTED SOLICITATIONS AND AWARDS

(a) *Right to protest.* Any actual, or prospective, bidder or proposer that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's Finance Director.

(b) *Notice.*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the Finance Director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the Finance Director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of the name, address and contact information of the protestant and the solicitation involved;

b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;

c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and

d. A clear statement, in writing, of the specific nature of the relief requested by protestant.

e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the Finance Director, and shall provide the Town Manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the Finance Director and is not timely filed unless it is received by the Finance Director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be

stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

9. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

10. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):**
('PUBLIC ENTITY CRIMES')

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a 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 thirty six (36) months from the date of being placed on the convicted vendor list.'

11. **ANTI-KICKBACK AFFIDAVIT**

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor's firm or by an officer of the corporation.

12. **'CERTIFICATION OF NON-SEGREGATED FACILITIES'**

(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)

SEC. 202, ...”all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.”

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

13. INSPECTIONS AND TESTS

(a) The Finance Director or department director of the originating department may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) Any originating department which has the staff and facilities for adequate inspection may be authorized by the Finance Director to inspect deliveries made to it.

(c) The Finance Director shall have the authority to require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the Finance Director shall have the authority to make use of any facilities of the town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the town may require the vendor to pay the town for any expense incurred in testing.

14. SUSPENSION AND DEBARMENT

(a) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

- (1) Vendor defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;
- (2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

Requests for additional information should be referred to Vivian Mendez, Town Clerk, 561-881-3311 or vmendez@lakeparkflorida.gov.

End of Instructions to Bidder

**RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK /
TECHNICAL SPECIFICATIONS**

The 10th Street and Northern Drive / Prosperity Farms Road intersection is a signalized, five-way intersection located in the Town of Lake Park. 10th Street is a four-lane roadway, situated in a north/south direction with only the two northbound lanes affected by this scope. Northern Drive is a two-lane roadway that is situated in an east/west direction, with its western terminus located at 10th Street. The Town’s engineering consultant, Calvin Giordano and Associates, Inc. (CGA), has proposed a pilot program that would temporarily adjust the traffic patterns at the intersection by the closure of one lane of traffic and one turn lane. CGA has drafted the conceptual plan identified as Exhibit A, which will need to be finalized, signed, and sealed by a qualified traffic engineer.

The scope of work generally consists of closing the eastern-most, northbound lane of 10th Street, for one block leading up to the intersection. It also consists of closing a “right turn only” lane from Northern Drive to Prosperity Farms Road. Lane closures shall be accomplished in accordance with the conceptual plan identified as “Exhibit A,” which includes the installation of flexible delineator posts, painted pavement markings, static signs, and temporary retroreflective pavement markers. Spacing and placement of all items installed should be in accordance with Exhibit A, unless in conflict with FDOT standards, in which FDOT standards shall overrule. It shall be the responsibility of the Contractor to confirm compliance with all applicable federal, state, and local traffic standards. For a period of seven (7) days leading up to implementation of the traffic adjustments, variable message boards shall be placed at the locations specified within Exhibit A, which shall serve to notify motorists of pending adjustments to the traffic flow. The final exact language to be included in such signage will be determined subsequent to award of contract. Once the lane closures are in place, the message boards shall be removed.

Please consult “Exhibit A” for more detail on the scope of work. “Exhibit A” is considered part of this “Scope of Work” detail.

End of Scope of Work Section

BEGIN: REQUIRED BID SUBMITTAL ITEMS.

All pages following this page, and up to “End: Required Submittal Items” (pgs. 17-28) are required components of your bid submittal. All pages must be included, or your bid will be identified as “unresponsive” and rejected. If any pages are not applicable to your bid, please indicate “N/A” on the page, and include with your bid submittal.

BID FORM

**TEMPORARY LANE CLOSURE AT 10TH STREET AND NORTHERN DRIVE /
PROSPERITY FARMS ROAD SIGNALIZED INTERSECTION
ITB# 103-2018**

Instructions: Remove this and all following pages up to page 28. Complete and execute, then submit in duplicate as your bid package (1 Original and 1 copies) prior to the deadline.

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

_____ (\$_____)

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

Required documents attached? (Yes or No)

- Signed Bid Form _____
- Acknowledge Addenda # ____ (if issued) _____
- Bid Bond (Cashier's Check or LOC) _____

One (1) Original and one (1) copy of the following:

- Schedule of Bid Items (signed) _____
- Clarifications/Exceptions (If Applicable) _____
- List of Subcontractors and Prime Vendors _____
- List of References (jobs of similar size and scope) _____
- Licenses (copies of applicable licenses) _____
- Proof of Existing Insurance Coverage _____
- Drug Free Workplace Certification _____
- Non-collusion Affidavit of Prime Bidder _____
- Anti-kickback Affidavit _____
- Certification of Non-segregated Facilities _____

NAME OF FIRM: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE (TYPED or PRINTED): _____

SCHEDULE OF BID ITEMS

TITLE: Temporary Lane Closure at 10th Street and Northern Drive / Prosperity Farms Road Signalized Intersection – ITB No. 103-2018

BID DUE DATE: 2:00 p.m., April 19, 2018

CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk, (561)881-3311

Please bid the following consistent with the Technical Specifications starting on page 25.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTIT Y</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	<u>Indemnification</u>	1	Job	\$100	\$ 100.00
2	<u>Mobilization, includes registration with the Town and permit. FDOT Pay Item No. 101-1.</u>	1	Lump Sum	_____	_____
3	<u>Maintenance of Traffic final plan based upon Exhibit A. FDOT Pay Item No. 102-1.</u>	1	Lump sum	_____	_____
4	<u>Temporary Retroreflective Pavement Marker. FDOT Pay Item No. 108-78.</u>	14	Each	_____	_____
5	<u>Portable Changeable (Variable) Message Sign and Trailer. FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____
6	<u>Portable Changeable (Variable) Message Sign and Trailer. FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____
7	<u>Portable Changeable (Variable) Message Sign and Trailer. FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____
8	<u>Pavement Marking, Removable Tape, 8" Solid White. FDOT Pay Item No. 102-911-2.</u>	610	Linear Foot	_____	_____
9	<u>Pavement Marking, Removable Tape, 18", Solid White. FDOT Pay Item No. 102-911-2.</u>	350	Linear Foot	_____	_____
10	<u>Single Post Sign (Furnish and Install), Less than 12 SF. FDOT Pay Item No. 700-1-11.</u>	3	Assem- bly	_____	_____

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have. If there are none, please indicate "N/A" on this page and submit as part of your bid package.

LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the Town of Lake Park, Public Works Director or Designee.

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided services of similar size and scope within the last 5 years in the State of Florida:

REFERENCE #1

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Description of Work Performed:

REFERENCE #2

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Description of Work Performed:

REFERENCE #3

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Description of Work Performed:

INSERT AND INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES). Note, copies of actual documents are required.

INCLUDE PROOF OF EXISTING INSURANCE

Note: If awarded, the winning bidder will need to submit a certificate of insurance that complies with the minimum insurance standards as set forth within the Town's purchasing policy. For detail, consult the Insurance Section as outlined within the Sample Contract Document Form.

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company’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. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in 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. We 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 convicted.
6. We 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.

Authorized Signature

(Date)

Name & title (typed)

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statements:

1. The business address of _____
(name of bidder or contractor)

is _____.

2. My relationship to _____
(name of bidder or contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____ and

county of _____.

on the _____ day of _____, 20____.

Notary Public
My commission expires: _____

(Affix seal)

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has
submitted a proposal to perform work for the following project:

Contract # _____ Project name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection
with the work to be performed at the property identified above will be paid to any employee of
the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or
any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__

by _____, who is personally known to me or who has

produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he./she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

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

Project Name: _____

Company Name and Address:

Signature: _____

Name & Title: _____

NOTE: This is a draft of the contract form. The final executed contract may differ materially from this draft, but is expected to be in substantial conformance.

SAMPLE CONTRACT FORM:

**AGREEMENT FOR TEMPORARY LANE CLOSURE AT 10TH STREET AND
NORTHERN DRIVE / PROSPERITY FARMS ROAD SIGNALIZED INTERSECTION
BETWEEN**

**THE TOWN OF LAKE PARK, FL
AND**

_____ **(THE CONTRACTOR)**

THIS AGREEMENT TO PROVIDE TEMPORARY LANE CLOSURES, is made this _____ day of _____, 2018, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”) and _____ Company (“Contractor”), _____ (Address of Contractor).

WITNESSED THAT:

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for a pilot program to assess the effects of a temporary lane closure at the 10th Street and Northern Drive / Prosperity Farms Road signalized intersection , and

WHEREAS, the Town solicited via an Invitation to Bid (ITB) for contractors to provide such repair work; and

WHEREAS, the Town received a bid from the Contractor on March 13, 2018 to provide for such lane closures; and

WHEREAS, in its bid submittal, the Contractor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town’s Invitation to Bid; and

WHEREAS, the Town determined that the Contractor’s bid was the lowest responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Contractor propose to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Agreement;

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. LIST OF EXHIBITS

- 1.1 EXHIBIT ‘A’ – Plan for lane closures.
- 1.2 EXHIBIT ‘B’ – Entire Invitation to Bid #102-2018

2. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK

- 2.1 Contractor shall provide all services and items required to complete the Scope of Work as identified in Exhibit B.
- 2.2 Contractor shall organize and hold a pre-commencement meeting with Town’s Public Works Director or his/her designee to finalize scheduling.
- 2.3 Contractor shall complete the Scope of Work in full within 30 business days of being issued a notice-to-proceed, in the form of an officially executed Purchase Order from the Town.
- 2.4 Contractor shall maintain safe and efficient site conditions at all times during construction in accordance with all federal, state, and local safety standards, and shall furnish a Maintenance-of-Traffic plan to be used during installation of traffic control devices detailed as part of the Scope of Work.

3. RESPONSIBILITIES OF TOWN STAFF

- 3.1 The Town staff shall review the final installation to make sure it conforms with the final signed/sealed plan which shall be based upon Exhibit A.

4. PRICING

- 4.1 Pricing shall be per the following on a unit cost basis. If any additional units of any item are required beyond the specified quantities, they shall be provided at the unit cost provided:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTIT Y</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	<u>Indemnification</u>	1	Job	\$100	\$ 100.00
2	<u>Mobilization, includes registration with the Town and permit. FDOT Pay Item No. 101-1.</u>	1	Lump Sum	_____	_____
3	<u>Maintenance of Traffic final plan based upon Exhibit A. FDOT Pay Item No. 102-1.</u>	1	Lump sum	_____	_____
4	<u>Temporary Retroreflective Pavement Marker. FDOT Pay Item No. 108-78.</u>	14	Each	_____	_____
5	<u>Portable Changeable (Variable) Message Sign and Trailer. FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____

6	<u>Portable Changeable (Variable) Message Sign and Trailer.</u> <u>FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____
7	<u>Portable Changeable (Variable) Message Sign and Trailer.</u> <u>FDOT Pay Item No. 102-99</u>	7	Each Day	_____	_____
8	<u>Pavement Marking, Removable Tape, 8" Solid White.</u> <u>FDOT Pay Item No. 102-911-2.</u>	610	Linear Foot	_____	_____
9	<u>Pavement Marking, Removable Tape, 18", Solid White.</u> <u>FDOT Pay Item No. 102-911-2.</u>	350	Linear Foot	_____	_____
10	<u>Single Post Sign (Furnish and Install), Less than 12 SF.</u> <u>FDOT Pay Item No. 700-1-11.</u>	3	Assem- bly	_____	_____
11	<u>Delineator, High Performance, 48" (Furnish and Install).</u> <u>FDOT Pay Item No. 705-11-4.</u>	55	Each	_____	_____
12	<u>Painted Pavement Markings, Standard White, Message</u> <u>"Only". FDOT Pay Item No. 710-11-160</u>	2	Each	_____	_____
13	<u>Painted Pavement Markings, Standard White Arrow.</u> <u>FDOT Pay Item No. 710-11-170.</u>	4	Each	_____	_____
		<u>TOTAL</u>		_____	
		<u>COST=</u>		_____	

5. PUBLIC RECORDS

With respect to public records, the Contractor is required to:

- 5.1 Keep and maintain public records required by the Town to perform the service.
- 5.2 Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 5.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 5.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 5.5 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Agreement, the Contractor should contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

6. BID SECURITY

- 6.1 Bid security shall be required. Bid security shall be in the form of a Letter of Credit, or a certified cashier's check, and must be equal to at least 5% of base bid price. Bid Security shall be submitted at the time of bid submittal.

6. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

The Contractor shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- 6.1 Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 6.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
\$1,000,000.00 Products/Completed Operations Aggregate
\$5,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Commercial General Liability policy, and a waiver of subrogation against the Town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the bidders' bid documents. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

7. SUSPENSION, DEBARMENT, SEVERABILITY, AND TERMINATION

- 7.1 If any term or provision of this contract is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.
- 7.2 Once the contract has been awarded, it may be terminated by the Town without cause upon providing Contractor with at least thirty (10) calendar days prior written notice.
- 7.3 Should either party fail to perform any of its obligations under this contract for a period of twenty (20) calendar days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so.

- 7.4 If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the scope of work.
- 7.5 The contractor may be suspended for a period not to exceed two years as determined by the finance director based upon the following:
- a. Contractor defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the Town;
 - b. Contractor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the Town;
 - c. Contractor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - d. Contractor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town government contractor. If charges are dismissed or the Contractor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Contractor to Town;
 - e. Contractor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
 - f. Contractor violates the ethical standards set forth in local, state, or federal law;
 - g. Contractor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
 - h. Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a Town government contractor, including but not limited to suspension by another governmental entity for substantial cause.
- 7.6 Debarment. A bidder may be permanently debarred for the following:
- a. Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.
 - b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor bidder's commercial enterprise stated in subsections (1) c. and (1) d. of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the bidder to the Town.

c. Placement of the bidder or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

7.7 After the finance director has determined there is cause to suspend or debar a bidder, the finance director shall notify the bidder in writing of the debarment or the period of suspension and the reasons for the action taken.

7.8 The suspension or debarment shall be final and conclusive unless the suspended or debarred bidder initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

8. INSPECTIONS AND TESTS

8.1 The finance director or department director of the originating department may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract. Any originating department which has the staff and facilities for adequate inspection may be authorized by the finance director to inspect deliveries made to it.

8.2 The finance director shall have the authority to require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the finance director shall have the authority to make use of any facilities of the Town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the Town may require the Contractor to pay the Town for any expense incurred in testing.

9 MANNER OF PERFORMANCE

9.1 Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

10 MATERIAL QUALITY & BRAND NAMES

10.1 All items used in the manufacture or construction of any supplies, material or equipment covered by the bid shall be new, not used, or remanufactured. The item(s) bid or the components of the item(s) bid shall be of the best quality and highest grade workmanship unless otherwise specified herein.

10.2 Whenever proprietary names are specified, whether or not followed by the words “or equal” it shall be subject to equals as approved and accepted as “equal” by the owner, as it shall be the owners’ prerogative to select which products/materials meeting specifications from the information furnished by the Contractor, to produce the best value to the Town. If the Contractor wishes to provide an alternate for consideration “as equal,” it must do so prior to execution of this contract.

11 GUARANTEE and WARRANTIES

11.1 The Contractor guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it’s insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

12 CONTRACT TIME

12.1 This contract shall be completed and invoiced within 30 business days after issuance of a Notice to Proceed, which shall be in the form of an officially executed Town purchase order. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence. Delays due to unfavorable weather must be documented and agreed upon by both parties, and upon agreement, such weather delays will not be included in the count of days for completion.

13 LIQUIDATED DAMAGES

13.1 The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day purchase order is approved and issued to the contractor, or the start date as otherwise agreed upon. From that day, the number of business days as shown on the contractor’s submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$100.00 for each calendar day), unless an appropriate extension is requested and approved by the Town in writing.

14 PAYMENT

- 14.1 In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a contract is due 20 days after it is stamped as “received” by the Town. If an “Agent”, meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as “received” by the Agent. Application(s) for payment should be sent to the Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.

15 PAYMENTS TO CONTRACTOR AND COMPLETION

- 15.1 The Town may employ an independent third party to perform inspections and approve applications for payments on this project. If the Town does engage an agent on this project, the Town will communicate at project start date, the specifics regarding to whom to send applications for payment, the roles of each party, etc.
- 15.2 Final payment will not be made until all requested work has been performed and accepted by the Town, and contractor has passed a final inspection in accordance with the bid documents (Exhibit B). Upon satisfactory completion of the work and the contractor’s submission of a sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the contract, the Town’s engineer or other agent on the project will issue a Certificate of Contract Completion.

16 PERMITS, TAXES, LICENSES

- 16.1 Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract.
- 16.2 The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town’s Tax Exemption Number in securing such materials.

17. TERMINATION

- 17.1 Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least ten (10) business days prior written notice.
- 17.2 Should either party fail to perform any of its obligations under this contract for a period of twenty (20) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The

foregoing rights of termination are in addition to any other rights and remedies that such party may have.

- 17.3 If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest bidder, or that bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

18 CONFLICT OF INTEREST

- 18.1 The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

19 ‘DRUG FREE WORKPLACE CERTIFICATION’

In compliance with Florida Statute (Section 287.087), the ‘Drug Free Workplace Certification’ form found within ‘Exhibit B’ must be fully executed and included with this Contract prior to commencement of work.

**20. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):
(‘PUBLIC ENTITY CRIMES’)**

The ‘Public Entity Crimes’ form found within ‘Exhibit B’ must be fully executed and submitted with this Contract prior to commencement of work.

21. ANTI-KICKBACK AFFIDAVIT

The anti-kickback affidavit found within ‘Exhibit B’ must be fully executed and submitted with this Contract prior to commencement of work.

**22. ‘CERTIFICATION OF NON-SEGREGATED FACILITIES’
(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246,
As Amended; Equal Employment Opportunity)**

The ‘Certification of Non-Segregated Facilities’ form found within ‘Exhibit B’ must be fully executed and submitted with this Contract prior to commencement of work.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.”

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

23. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

24. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

25. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this _____ day of _____ 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____
2018 by _____, _____ of _____,
and who is _____ to me.

(NOTARY SEAL)

WITNESSES:

By: _____
Title _____

Printed Name

By: _____
Title _____

Printed Name

Notary Public, State of Florida
Contractor.

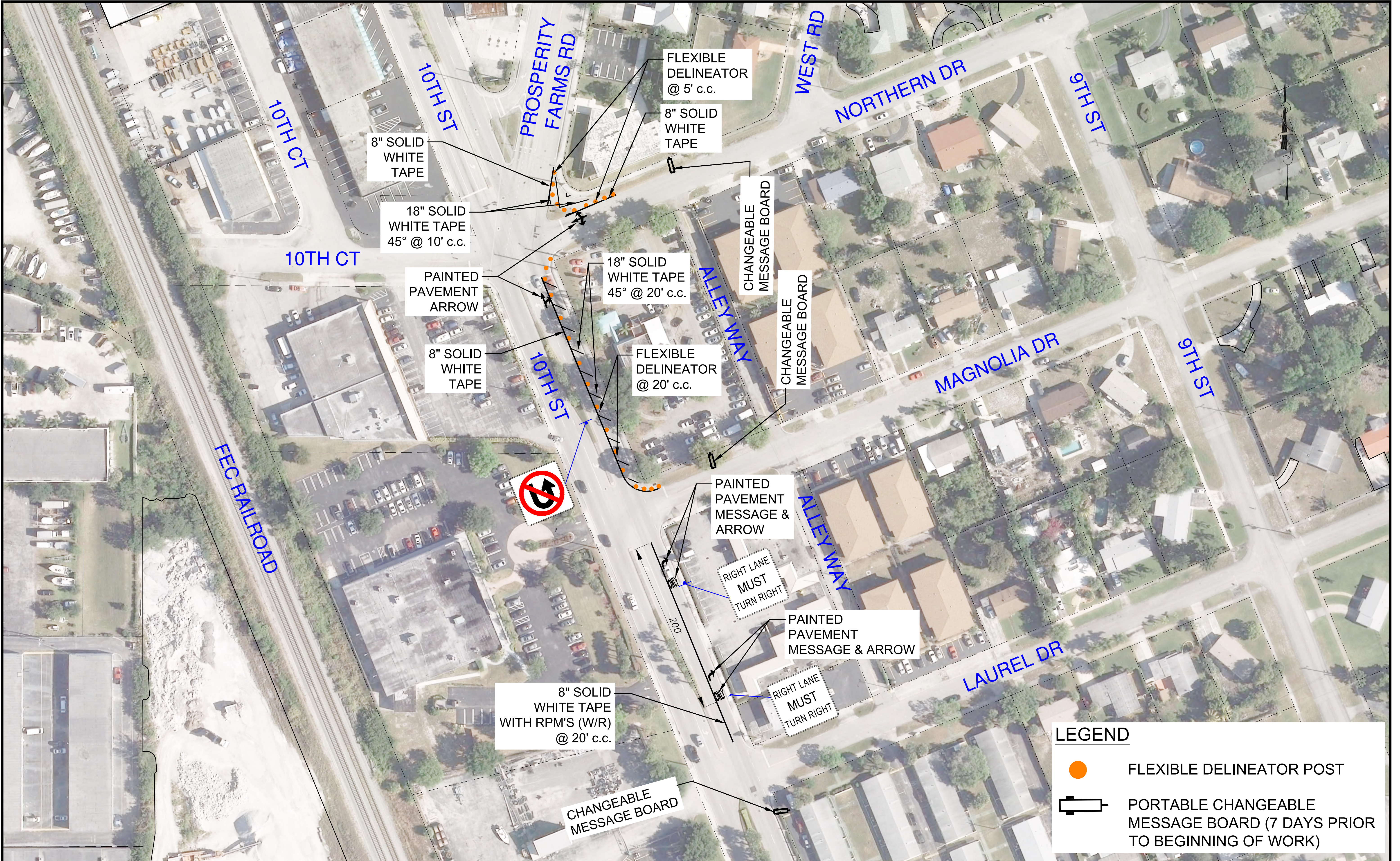
By: _____
Title: _____

Printed Name

EXHIBIT A

Lane Closure Concept Plan. Provided by the
engineering firm of Calvin, Giordano & Associates,
Inc.

File Name: Z:\2015\152748 Town Of Lake Park\152748.50 Northern Drive And 10th Street Intersection Analysis\CADD Files\Drawings\152748.10th_Prosperity And Northern Dr_MOT.dwg - (Plotted by: Juan Rodriguez on Wednesday, February 7, 2018 1:08:40 PM)



LEGEND

- FLEXIBLE DELINEATOR POST
- PORTABLE CHANGEABLE MESSAGE BOARD (7 DAYS PRIOR TO BEGINNING OF WORK)

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409
 Phone: 561.684.6161 • Fax: 561.684.6360
 Certificate of Authorization 514

**TOWN OF LAKE PARK
PALM BEACH COUNTY, FLORIDA**

**NORTHERN DRIVE AND
PROSPERITY FARMS ROAD /
10th STREET**

**TEMPORARY
LANE CLOSURE**

SCALE	SHEET:
PROJECT No	N.T.S.
PURPOSE OF THIS SET	