

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

REQUEST FOR PROPOSAL RFP# PW 03-17 Sidewalk Rehabilitation and Construction

Proposals for Village-wide Sidewalk Rehabilitation and Construction will be received by the Village of Tequesta at:

**Office of the Village Clerk
345 Tequesta Drive
Florida, 33469
Monday, September 11, 2017
3:00 PM**

Any proposals received after the designated closing time will be returned unopened. The purpose of this Request for Proposals is to seek service of a qualified professional contractor to provide construction services to the Village of Tequesta for the repair and/or replacement and construction of sidewalk throughout the Village.

An original and two (2) copies a total of three (3) proposals shall be submitted in sealed envelopes/packages addressed to **Lori McWilliams, MMC, Village Clerk, Village of Tequesta, Florida, and marked Village-Wide Sidewalk Rehabilitation and Construction**. The Village reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The Village further reserves the right to award the contract to that proposer whose proposal best complies with the RFP NO: PW 03-17 requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

1. INTRODUCTION

1.1 PURPOSE AND GENERAL INFORMATION

The Village of Tequesta is requesting responses to this Request for Proposal (RFP) to enter into a contract with sidewalk repair contractor(s) to provide sidewalk repair and replacement services for the Village of Tequesta. A copy of this RFP can be obtained from the Village of Tequesta website at www.tequesta.org until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addendums. Copies of this RFP can also be obtained from the Village Clerk at Village of Tequesta, 345 Tequesta Drive, Tequesta, FL 33469. If you have any questions, please call the contact identified below as it relates to your concern. Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the Village of Tequesta contact listed prior to the deadline indicated below. Responses are due prior to the deadline

Vice-Mayor Frank D'Ambra
Council Member Steve Okun

Mayor Abby Brennan
Village Manager Michael R. Couzzo, Jr.

Council Member Tom Paterno
Council Member Vince Arena

indicated above and must be delivered or mailed to the Village of Tequesta, Village Clerk's Office located at 345 Tequesta Drive, Tequesta Florida, 33469. Late responses will not be accepted – NO EXCEPTIONS.

2. PROPOSAL

Closing time and address for proposal delivery proposals must be received by the Office of the Village Clerk, Village of Tequesta Florida 33469

CONFIDENTIAL – DO NOT OPEN

Proposal Closing Date & Time: Monday, September 11, 2017 at 3:00 P.M. (local time).
Submissions by fax [or email] will not be accepted.

LATE PROPOSALS: Proposals received after the closing time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the closing time.

2.1 AMENDMENTS TO PROPOSAL

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signator of the proponent in the same manner as provided in the original proposals. All inquiries related to this RFP should be directed in writing, via e-mail to the person named below (the "Village Representative"). Information obtained from any person or source other than the Village Representative may not be relied upon.

Village Representative: Lori McWilliams, MMC, Village Clerk Phone: 561-768-0443 Email: lmcwilliams@tequesta.org

Inquiries should be made no later than 7 days before closing time. The Village reserves the right not to respond to inquiries made within 7 days of the closing time. Inquiries and responses will be recorded and may be distributed to all proponents at the discretion of the Village. Proponents finding discrepancies or omissions in the contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Village Representative. If the Village determines that an amendment is required to this RFP, the Village Representative will issue an addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.2 ADENDA

If the Village determines that an amendment is required to this RFP, the Village Representative will post a written addendum on the Village Website at <http://www.tequesta.org> (the "Village Website") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the Village Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Village Website.

3.0 PROPOSAL SUBMISSION FORM AND CONTENTS

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number. Proponents should complete the form of Proposal attached as Schedule A. Proponents are encouraged to use the form provided and attach additional pages as necessary. Proponents should also provide the requested information as listed in Section 4(b) as part of the proposal.

3.1 SIGNATURE

The legal name of the person or firm submitting the proposal should be inserted in Schedule A. The proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Village that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or if the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4.0 EVALUATION AND SELECTION

The evaluation of Proposals will be undertaken on behalf of the Village by the Evaluation Team. The Evaluation Team may consult with others including Village staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponent(s) to the Village. Proposal(s) that satisfy the minimum requirements will be scored as follows:

Letter of Introduction	5 points
Price Proposal	50 points
Experience.....	20 points
References	15 points
Local Preference Firm(s)	10 points

4.1 EVALUATION CRITERIA

The Evaluation Team will compare and evaluate all proposals to determine the Proponent's strength and ability to provide the Services in order to determine the proposal which is most advantageous to the Village, using the following criteria:

(a) Price Proposal

The Village will consider the proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards.

(b) EXPERIENCE

The Village will consider the proponent's past experience in undertaking similar projects in type, scope, and budget. At a minimum, the proposal should contain the following information:

- Business Organization - State the full name, address, phone number and fax number of your business and whether you operate as an individual, partnership, or corporation. Also, indicate if you are a female or minority owned and/or operated business.
- List of business's experience with federal, state or municipal programs pertaining to sidewalk replacement. If applicable, also identify other services performed for federal, state or municipal programs.
- Fee Schedule - Please state your standard fee schedule according to the standard formats of compensation.
- Proof of appropriate state certifications - Provide proof that you are licensed to operate in Florida and are lead certified.
- Management Summary - Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.
- Qualifications - Please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.
- References - References from at least two (2) clients preferably municipalities for whom your company has completed sidewalk repair services within the last two (2) years. The references should include the name, address and telephone number of a contact person for each reference cited.
- List of firm's insurance policies, the insurer, policy numbers and amount pertaining to required services, including policies for sidewalk replacement services.

(c) LOCAL WORK FORCE PARTICIPATION

The Evaluation Team will give preference to local Village of Tequesta firm(s).

FINANCIAL ABILITY AND RESOURCES

The Evaluation Team will consider the Proponent's organization financial ability and resources to carry out the project. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.2 LITIGATION

In addition to any other provision of this RFP, the Village may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Village, its elected or appointed officers, representatives or employees in relation to any matter. In determining whether or not to reject a Proposal under this section, the Village will consider whether the litigation is likely to affect the Proponent's ability to work with the Village, its consultants and representatives and whether the Village's experience with the Proponent indicates that there is a risk the Village will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.3 ADDITIONAL INFORMATION

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.4 NEGOTIATION OF CONTRACT AND AWARD

If the Village selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the Village and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) if at any time the Village reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Village may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The Village is under no obligation to accept any Proposal submitted. The Village reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the Village, or cancel the competition at any time without award.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the Village of Tequesta unless otherwise requested by the contractor at the time of submission.

5.0 GENERAL CONDITIONS

NO VILLAGE OBLIGATION

This RFP is not a tender and does not commit the Village in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Village reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.1 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Village or its representatives and consultants, relating to or arising from this RFP. The Village and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.2 NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.3 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Village. If requested by the Village, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the Village's request.

5.4 SOLICITATION OF COUNCIL MEMBERS

Proponents and their agents will not contact any member of the Village Council or Village staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP, and the Village may reject the Proposal of any Proponent that makes any such contact.

5.5 CONFIDENTIALITY

All submissions become the property of the Village and will not be returned to the Proponent. The Village will hold all submissions in confidence unless otherwise required by law. Proponents should be aware the Village is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of the State of Florida.

SCOPE OF SERVICES

6.0 Services will include the construction and/or reconstruction of residential sidewalks and driveway aprons throughout the Village of Tequesta. One (1) Permit will be required to perform this work and can be obtained from the Building Department Office located at 345 Tequesta Dr., Tequesta Florida.

Contractors must register with the Village of Tequesta Building & License Department. Prices shall remain the same during the extended term. The contractor will be responsible for following the Villages Swale and right of way policies. A copy can be obtained from the Deputy Director of Utilities, Sam Heady, sheady@tequesta.org.

6.1 Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within seven (7) to ten (10) working day at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages. The areas of improvements will be as indicated in the work order.

6.2 It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the Public Works Deputy Director or appointed designee at the time of repair and/or construction, and that the Contractor is in no respect an agent, servant or employee of the Village.

6.3 The Contractor's timeliness and delivery of quality products shall be monitored by the Public Works Deputy Director or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the Deputy Director of Public Works or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the Village. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. Failure to perform the work in the time specified in the work order will trigger liquidity damages of \$750/day.

6.4 The Village of Tequesta reserves the right to select the contractor which best meets the Village's goals and objectives, needs, budget constraints, and quality levels, as well as its service level expectations. The Village reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the Village of Tequesta.

6.5 TERMS AND CONDITIONS.

- A. This proposal shall be for a period of Three (3) years beginning October 16, 2017 through October 16, 2020. The Village reserves the right and the Bidder agrees to allow the Village the option to renew, at the Village's sole discretion, for up to two (2) additional one-year periods.
- B. The Village reserves the right to reject any and all proposals, and to waive minor irregularities in any proposals.
- C. The Village reserves the right to request clarification of information submitted, and to request additional information from any proposer.

- D. The Village reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal
- E. The Village reserves the right to award all or a portion of the required services to the more than one qualified contractor at the Village's sole discretion.
- F. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the Village the services described in the attached specifications, or until one or more of the proposals have been accepted and an agreement executed by the Village, whichever occurs first.
- G. The contract resulting from acceptance of a proposal by the Village shall be in a form supplied or approved by the Village, and shall reflect the specifications in this RFP. A copy of the contract is attached, exhibit E and shall include requirements to comply with ADA, Civil Rights Act and EEP requirements. The Village reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Village's Attorney's office.
- H. Prior to contract award, the Village will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- I. The Contractor should expect that schedule semi -annual meetings with shop management to review service performance.
- J. The Village shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

7.0 COMPLIANCE WITH APPLICABLE LAWS

All work shall conform to all applicable federal, state, county, and local requirements.

8.0 INSURANCE REQUIREMENTS

8.1 The selected service provider shall agree to indemnify and hold harmless the Village of Tequesta and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the Village of Tequesta or its officers, agents, or employees in connection with said contract.

8.2 The Village will require proof of professional liability insurance with errors and omissions coverage, worker's compensation insurance, general liability and automobile insurance with companies authorized to do business in Palm Beach County, Florida, and in amounts satisfactory to the Village.

8.3 The successful Contractor, within ten days after the contract award, shall furnish the Village with proof of insurance.

8.4 The Village of Tequesta shall be named as additional insured on all policies as directed in Attachment A. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the Village. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

9.0 AGREEMENT/EXCEPTIONS

9.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.

9.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the Village of Tequesta and the selected Contractor unless and until the Village agrees to accept such exceptions.

9.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the Village) which is acceptable to the Village and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the Village and selected Contractor.

9.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.

9.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the Village of Tequesta

9.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the Village of Tequesta it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the municipality. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

9.7 A provision to the effect that the municipality, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The Village of Tequesta shall require contractors to maintain all required records for five (5) years after the Village of Tequesta makes final payments and all other pending matters are closed.

10.0 PROPOSAL SUBMITTAL

One original plus two (2) copies for a total three (3) of the entire bid package must be submitted to the Village of Tequesta as follows:

Village of Tequesta
Village Clerk's Office

345 Tequesta Drive
Tequesta, Florida 33469

All proposals must be received prior to Monday September 11, 2017 at 3:00 pm. Proposals may be mailed or dropped off at the Clerk's Office. Proposals must be received in the Village Clerk's Office for it to be considered in the RFP review process.

SIDEWALK REPLACEMENT PROGRAM
BID FORM Schedule A

Filing for 1 permit will be required at the Contractors cost. The permit will cover the entire sidewalk replacement program.

Proposal A

Demolition, removal, disposal and replacement of four inch (4") concrete sidewalk per square foot per location, including installation and/or removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt and removal of wood forms is required.

_____ PER SQ FOOT Unit Price Figures

Proposal B

Demolition, removal, disposal and replacement of six inch (6") concrete driveway aprons and/or sidewalks per square foot location, including installation and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figure

Proposal C

Construction of new 4 inch (4") concrete sidewalk per square foot location, including excavation, grading and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figures

Proposal D

Construction of new 6 inch (6") concrete sidewalk/driveway per square foot location, including excavation, grading and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figures

Proposal E

Demolition, removal, disposal and replacement of four inch (4") asphalt sidewalk per square foot per location, including installation and/or removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt and removal of wood forms is required.

_____ PER SQ FOOT Unit Price Figures

BID FORM Schedule A (Continued)

Proposal F

Demolition, removal, disposal and replacement of six inch (6") asphalt driveway aprons and/or sidewalks per square foot location, including installation and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figure

Proposal G

Construction of new 4 inch (4") Asphalt sidewalk per square foot location, including excavation, grading and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figures

Proposal H

Construction of new 6 inch (6") Asphalt sidewalk/driveway per square foot location, including excavation, grading and/or the removal of sand, dirt, tree roots or any obstruction as needed to meet grade. Back filling with clean fill dirt, removal of forms and restoration of area is required.

_____ PER SQ FOOT Unit Price Figures

Mobilization Cost

Additional Information:

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the company. Additionally, the undersigned declares that he/she has carefully examined all the items of the specifications and instructions and that he/she fully understands the requirements of same.

Authorized Representative's Signature _____
Printed Name _____ Title of Signatory _____
Company _____ Name _____
Address _____
Phone#/Fax # _____ Email address _____

ATTACHMENT "A"

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor's and Sub-Contractor's Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the Village of Tequesta, c/o Project Manager, Public Works Department, 345 Tequesta Dr Tequesta, Florida 33469 of cancellation, non-renewal or material change in coverage. The Contractor will provide a current Certificate of Insurance.

B. Worker's Disability Compensation Insurance The Contractor shall procure and maintain during the life of this contract Worker's Disability Compensation Insurance as required by law for all of his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the subcontractor similarly to provide Worker's Disability Compensation Insurance for all of the latter's employees to be engaged in such work in the statutory amount required.

C. Contractor's Public Liability and Property Damage Insurance: The Contractor shall procure and maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor's Property Damages Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Owner's and Contractor's Protective Public Liability and Property Damage Insurance The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

F. Village of Tequesta as Additional Insured: The Village of Tequesta, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an Additional Insured with respect to the operations of the Contractor and/or subcontractor for the Village of Tequesta and a copy of an Endorsement to this effect shall be supplied for each policy involved.

ATTACHMENT "B"

SPECIFICATIONS AND DRAWINGS

1. The Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of completion of sidewalk being replaced. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.

2. The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other traffic control measures, such as flagmen, as may be necessary to ensure the safety of the public.

SPECIFICATIONS:

a. Concrete

- 4" Sidewalk – FDOT Class B. 3000psi
- 6" driveway – FDOT Class A. 3500psi
- Curb and gutter – FDOT Class A.
- performed joint filler – Shall be no extruding and resilient bituminous type and should perform to the requirements of ASIM Designation D 1751.
- All material shall be certified by the producer or manufacture that the furnished materials meet the specific requirement of the specifications.
- Concrete must meet all FDOT Standards.
- Expansion material must meet all FDOT Standards.
- Handicap detectable warning shall be FDOT standard details

b. Workmanship

(1) Subgrade Condition

- The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the Contractor's expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed by the

Engineer. Large boulders and other obstructions shall be removed to a minimum depth of 6-inches below the finished subgrade elevation, and the space shall be backfilled with sand, base course material or other material or suitable material which shall be thoroughly compacted by rolling or tamping.

- The subgrade shall be accurately trimmed to the required elevation with a ¼-inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.
- (2) Setting Forms: The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length upon the compacted subgrade surface. Forms shall be joined neatly and tightly and braced to resist the pressure of the concrete and the finished operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.
- (3) Slipforming: The slipforming method will be allowed, provided that an acceptable finished product, true to line, grade, and cross section is consistently produced.
- (4) Mixing Concrete: Concrete shall be mixed in accordance with the requirement of Section 03000.

c. Installation

(1) Placing concrete:

- The concrete shall be distributed on the subgrade to such depth that, when it is consolidated and finished, the thickness required by the drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- Reinforcement shall be placed and maintained at this location during the placing and finishing operation.
- Concrete shall be thoroughly consolidated against and along the faces of all forms by means of vibrators. Vibrators shall not be permitted to come in contact with the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

(2) Striking-off, Consolidating and Finishing Concrete: Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished product conforming to the existing area and or required by the drawings, Specifications and Instructions.

(3) Straightening and Surface Corrections: After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the walk center line, in contact with the surface, and the whole area tested from the side of the slab to the other as necessary. The advance along the walk shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed

concrete and struck-off consolidated and refinished. High areas shall be out down and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section. All surface irregularities exceeding ¼ inch in a 10 foot shall be corrected.

- (4) Final Finish: As soon as the water sheen has disappeared and just before the concrete becomes nonplastic, all edges, including expansion joint edges, shall be finished with an edging tool having a radius of ¼ inch, finally the top shall be given a light broom finish perpendicular to the forms.
- (5) Joints: Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the pouring, operation are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within five feet of any other transverse joint or of either end of a section of walk. If sufficient concrete has not been placed to form a slab at least five feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing perpendicular to the profile and center line of the walk. Construction joints shall have tooled edges with a ¼ inch radius.
- (6) Transverse Contraction Joints: Transverse contraction joints shall be formed at five foot intervals and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the walk, shall extend to a depth of 1 ½ inch below the top surface and shall have ¼ inch radius.
- (7) Transverse Expansion Joints: One half-inch expansion joints shall be formed by placing performed joint filler around all structures and at intervals not exceeding 100 feet.
- (8) Form Removal: After the concrete has sufficiently set a minimum of 12-hours, the Contractor shall remove the forms and shall backfill the space on each side. The earth shall be compacted and graded in a satisfactory manner without damage to the concrete work. Honeycombs shall be filled with sand cement mortar. Plastering will not be allowed on the face of the walk. Rejected walk shall be removed and replaced without additional compensation.

INSPECTOR GENERAL Pursuant to Article XII of the Palm Beach County Charter, 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, review 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 take sworn statements, 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 detect, deter, prevent and eradicate fraud, mismanagement, misconduct and abuses.

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 under 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) 768-0685, OR AT lmckilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

ATTEST:
DATE: _____

VILLAGE OF TEQUESTA
DATE: _____

Lori McWilliams, MMC
Village Clerk

Michael Couzzo
Village Manager

[VILLAGE SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
DATE: _____

Keith Davis, Esq.
Village Attorney

NAME OF COMPANY
(PROJECT NAME)
DATE: _____

Name of Person at Company Responsible
for Signing, Title