

**CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -
IFB # 2023-01**

THIS CONTRACT for the Town FY23 Road Paving Program ("Contract") is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **J.W. Cheatham, LLC**, a Florida corporation, with its principal address at 7396 Westport Place, West Palm Beach, FL 33413 ("Contractor").

WHEREAS, the Town issued Invitation For Bid # 2023-01 for Town FY23 Road Paving Program ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on an exclusive basis for the Town FY23 Road Paving Program ("Program"); and

WHEREAS, the Town finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager or designee, Town of Loxahatchee Groves, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable work order. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town is willing to direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit "B"**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 **Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the Town will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the price is paid to the Contractor. Upon payment of fifty percent (50%) of the price to the Contractor, the Town will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.4 **Substantial Completion.** Upon substantial completion, the Contractor and Town shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

3.5 **Final Invoice.** Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 **Good Faith Disputes.** Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 **Final Payment.** Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall

cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit "A"** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for Town approval.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) **Takes action, short of declaring bankruptcy, evidencing insolvency;**
- (e) **Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,

- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 Successors and Assigns. The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 Changes. Additional work, changes to the work order price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 Headings. The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 Entire Agreement; Amendments; Waiver. This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 Binding Effect. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 Applicable Laws; Venue. This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 No Third Party Beneficiary. This Contract shall create no rights or claims whatsoever in any third party.

8.9 Severability. If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 Effective Date. The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 Public Records. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this

Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.

(d) Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

8.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

8.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 **Enforcement Costs; Waiver of Jury Trial.** If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.**

8.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 Ownership of Documents. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

8.18 Survivability. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

8.19 Notice. Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

J. W. Cheatham, LLC
Thomas P. Uhrig, President
7396 Westport Place
West Palm Beach, FL 33413

Either party may amend this provision by written notice to the other party.

8.20 Conflicts of Interest. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the

Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 Discrimination. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY23 Road Paving Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____,
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, Town Clerk

Office of the Town Attorney

CONTRACTOR: J. W. CHEATHAM, LLC

By: Thomas P. Uhrig

[Corporate Seal, if required]

Print Name: Thomas P. Uhrig

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 28 day of March, 2023, by Thomas P. Uhrig[name], as President [title] of J. W. Cheatham, LLC, a limited liability company, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:

[Notary Stamp]

[Signature]
Signature of Notary Public

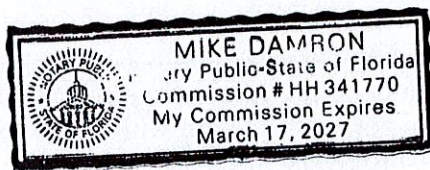


EXHIBIT "A"
PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, FL 33470

(561) 793-2418

CONTRACT: Town FY23 Road Paving Program

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date:

Amount:

Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and
_____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves,**
Florida, herein called Owner, in the sum of \$ _____
(_____) for payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted **Town FY23 Road Paving Program Contract**, dated _____, 2023, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents," at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXHIBIT "B"
CERTIFICATE OF ENTITLEMENT FOR DIRECT PURCHASE

The undersigned authorized representative of the Town of Loxahatchee Groves, Florida (Town), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Contractor) for the construction of Town FY23 Road Paving Program, segment _____.

Town affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The Vendor's invoice will be issued directly to Town.
- _____ 3. Payment of the Vendor's invoice will be made directly by Town to the Vendor from public funds.
- _____ 4. Town will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- _____ 5. Town assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Town affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Town will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Town will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Francine Ramaglia, Town Manager

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____
Telephone Number: _____

Copy of the Purchase Order must be attached to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the books and records of the Vendor and the Contractor.

BID PACKAGE COVER SHEET

(B1)

IFB #2023-01 _____ Project Title: Town FY23 Road Paving Program

Bidder Company Name: J.W. Cheatham, LLC

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet (B1)
- ☒ 2. Bidder's Minimum Qualifications (B2)
- ☒ 3. Bid Form (B3)
- ☒ 4. Schedule of Prices (B4)
- ☒ 5. Substitution Sheet (B5) - If none, mark "none".
- ☒ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- ☒ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ☒ 8. Reference List (B8)
- ☒ 9. Affidavit of Prime Bidder re Non-collusion (B9)
- ☒ 10. Drug Free Certification (B10)
- ☒ 11. Contractor's Material Suppliers (B11)
- ☒ 12. Contractor's Existing and Projected Workload (B12)
- ☒ 13. Scrutinized Companies Certification Form (B13)
- ☒ 14. Conflict of Interest Statement (B14)
- ☒ 15. State of Florida E-Verify Form (B15)
- ☒ 16. Bond Capability (B16)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy
of your Bid package.**

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: J.W. Cheatham, LLC

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: See Attached

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: J.W. Cheatham, LLC

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT **(SECOND PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: See Attached

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: J.W. Cheatham, LLC

Contract Amount: _____

Project Start Date: _____

Project End Date: _____ See Attached

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).



**Road Building &
Earthmoving Contractors**

List of Recently Completed Projects

Project Name: **CR A1A / Dixie Highway Resurfacing RFB2021-3295**
Location: **Martin County**
Description of Work: **Excavation, Grading Milling, Resurfacing,**
Date of Contract: **3/23/2021**
Completion Date: **5/18/2022**
Contract Award Amount: **\$ 1,592,893.80**
Contracted Timeline: **150 Calendar Days**
Actual Completed Timeline: **317 Calendar Days**
Final Contract Completion Price: **\$1,888,940.09**
Owner: **Martin County**
Contact Person: **Keith Baker, Project Engineer**
Telephone Number: **772-237-9092**
E-mail Address: **kbaker@martin.fl.us**

Project Name: **Haverhill Road from N. of Caribbean Blvd to Bee Line Hwy Project No. 2013528**
Location: **Palm Beach County**
Description of Work: **Earthwork, Underground, Roadwork, Paving, Signalization**
Date of Contract: **09/15/2020**
Completion Date: **09/30/2022**
Contract Award Amount: **\$6,350,670.50**
Contracted Timeline: **600 Calendar Days**
Actual Completed Timeline: **634 Calendar Days**
Final Contract Completion Price: **\$6,639,020.76**
Owner: **Palm Beach County**
Contact Person: **Mr. Zachary King**
Telephone Number: **561-684-4178**
E-mail Address: **zking@pbcbgov.org**



**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Project Name: Silver Beach Road, E. of Congress Ave. to Old Dixie Highway, Project No. 2003514

Location: Palm Beach County

Description of Work: Excavation, Grading, Underground, Roadwork, Paving, Signalization

Date of Contract: 7/16/2019

Completion Date: 5/7/2021

Contract Award Amount: \$5,180,420.25

Contracted Timeline: 540 Calendar Days

Actual Completed Timeline: 662 Calendar Days

Final Contract Completion Price: \$5,582,031.70

Owner: Palm Beach County

Contact Person: Mr. Zachary King,

Telephone Number: (561) 684-4178

E-mail Address: zking@pbcgov.org

Listing of Prequalified Contractors

Contractor with Name J.W. CHEATHAM, LLC
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
J.W. CHEATHAM, LLC F201928479001 EXPIRES: 6/30/2023	7396 WESTPORT PLACE WEST PALM BEACH, FL 33413 (561)471-4100	7396 WESTPORT PLACE WEST PALM BEACH, FL 33413 (561)471-4100
WORK CLASSES		
DRAINAGE		
GRADING		
HOT PLANT-MIXED BITUM. COURSES		
* Curb & Gutter, Concrete Traffic Separator, Driveways, Milling, Tree Removal.		
FLEXIBLE PAVING		
GRASSING, SEEDING AND SODDING		
SIDEWALK		

BID FORM

(B3)

IFB # 2023-01

Proposal of:

J. W. Cheatham, LLC
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

409. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.

410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

411. This bid is for an exclusive contract.

412. The following officer, director or agent of the Bidder is also an employee of the Town.

Name

Address

None

413. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

None

414. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

415. Bidder acknowledges that ADDENDA NO(S). one and two have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

416. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

417. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Paving Segment	Location	Price per Segment
1	Collecting Canal Road from Folsom to F Road	168,440. ⁰⁰
2	Collecting Canal Road from F Road to E Road	117,309. ⁰⁰
3	Collecting Canal Road from E Road to D Road	114,319. ⁰⁰
4	Collecting Canal Road from D Road to C Road	125,699. ⁰⁰
5	Collecting Canal Road from C Road to B Road	128,397. ⁰⁰
6	E Road from Collecting Canal to Okeechobee Road	259,119. ⁵⁰
7	E Road North from South North Road to North Road	206,552. ⁵⁰
8	Folsom from Compton to 25 th St. N.	76,894. ⁰⁰
9	25 th St. N. from Folsom to G. Road West	61,247. ⁰⁰
10	G. Rd West from 25 th St. N. to South North Road	101,344. ⁵⁰
11	160 th Ave. N. from 40 th St. N. to beyond 44 th St. N.	89,768. ⁵⁰

Total Bid Amount: One Million Four Hundred Forty Nine Thousand, Ninety Dollars \$ 1,449,090.⁰⁰

*Award will be based on Total Bid Amount.

Name of Firm: J.W. Cheatham, LLC

HQ Address: 7396 Westport Place WPB ST FL Zip 33413

Phone: (561) 471-4100 Email: jwcatom@jwcheatham.com

FEIN: 201928479 State of Incorporated: Florida

Print Name: Thomas P. Uhrig Title: President

SIGNATURE: Thomas P. Uhrig Date: 3/20/2023

Sales Office: Same as above ST Zip

Sales Contact Name: Title:

Phone: () Email:

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

IFB #2023-01

SCHEDULE OF PRICES

Segments and Scope of Work are identified in Exhibit A. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

No.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization	EA	11,236.00 / Ea
2	Install Rock Material with Direct Purchase by Town	TON	4.00 / TN
3	Finish Existing Baseroad to 3-5% slope	SY	2.50 / SY
4	2" SP-12.5, TL-C Asphalt	TON	120.00 / TN
5	Seminole Style Speed Humps	EA	2100- / Ea
6	6" Solid White/Yellow Thermoplastic Striping	LF	0.95 / LF
7	24" Stop Bars	EA	83.00 / Ea
8	Speed Table Markings - Double Chevron	EA	300.00 / Ea
9	20 x 40 Apron	EA	2000- / Ea
10	Tack coat OGEM or Dirt	SY	1.50 / SY
11	Mill/Remove Existing Speed Hump	EA	500.00 / Ea
12	Mill/Level OGEM	SY	150.00 / TN
13	Asphalt Repair Cut, Prep & Patch with 2" Asphalt	SY	50.00 / SY

Name of Firm: J. W. Cheatham, LLC
 Address: 7396 Westport Place WPB ST FL Zip 33413
 Phone: (561) 421-4100 Email: jwctom@jwcheatham.com
 Print Name: Thomas P. Uhrig Title: President

SIGNATURE: Thomas P. Uhrig Date: 3/20/2023

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

ADD

[illegible]

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	<u>Southwide Industries Inc</u> (company name)	<u>Striping</u> (type of work)	\$ <u>124,618.00</u>
	<u>4357 Okeechobee Blvd, Ste C4</u> (address)	<u>561-688-8833</u> (tel. #)	
	<u>WPB, FL 33409</u> (zip code)	<u>650857746</u> (federal I.D. #)	
2.	_____ (company name)	_____ (type of work)	\$ _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
3.	_____ (company name)	_____ (type of work)	\$ _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page)

\$ 124,618.00

** The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: Thomas F. Uhrig

NOTE: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that sub-contractor performing any work.

IFB # 2023-01CONTRACTOR VERIFICATION FORMPRIME BIDDER:Name of Firm: J.W. Cheatham, LLCAddress: 7396 Westport Place, WPB
FL 33413Telephone: (561) 471-4100Fax: (561) 471-8348Email: jwctam@jwcheatham.comCONTRACTOR OF RECORD:Name: J.W. Cheatham, LLCAddress: 7396 Westport Place
WPB FL 33413Telephone: (561) 471-4100Email: jwctam@jwcheatham.comState License # CGC1505502 (ATTACH COPY)County License # 2021139559 (ATTACH COPY)Type of License: General ContractorUnlimited yes (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

☒ Yes ☐ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

☒ Yes ☐ No*Failure to fully or accurately complete this form may be cause for rejection of the bid.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1505502

EXPIRATION DATE: AUGUST 31, 2024

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

UHRIG, THOMAS PAUL
J W CHEATHAM LLC
7396 WESTPORT PLACE
WEST PALM BEACH FL 33413



ISSUED: 05/05/2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	UHRIG THOMAS PAUL	CGC1505502	B22.615627 - 07/26/22	\$369.60	B40181215

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139559
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



6-2558

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	UHRIG THOMAS PAUL	CGC1505502	B22.614546 - 07/25/22	\$99.00	B40181216

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139558
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation



6-2543

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696

IFB # 2023-01LIST OF REFERENCES

1. Owner's Name & Address: Minto PBLH, LLC
16604 Town Center Parkway North, Westlake FL 33470
Project: Persimmon Blvd, Town Center Parkway North
Contact Person: Tared Stern V.P.
Telephone: (954) 495-5209 Fax: () _____ E-Mail: jstern@minto-fla.com
2. Owner's Name & Address: City of Palm Beach Gardens
10500 N. Military Trail, PBG FL 33410
Project: Gardens District Park
Contact Person: Todd Engle P.E. City Engineer
Telephone: (561) 804-7012 Fax: () _____ E-Mail: tengle@pbgfl.com
3. Owner's Name & Address: Northern Palm Beach County Improvement District
359 Hyatt Dr., Palm Beach Gardens, FL 33418
Project: Alton. Palm Beach Gardens
Contact Person: Tim Helms Project Manager
Telephone: (561) 624-7836 Fax: (561) 624-7839 E-Mail: tim@npbcd.org

(B9)

IFB # 2023-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of Florida }

County of Palm Beach }

Thomas P. Uhrig, being first duly sworn, disposes and says that:
(Name)

1. I am the President of J.W. Cheatham, LLC, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
None (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

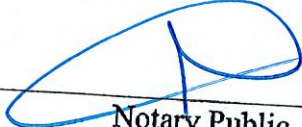
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

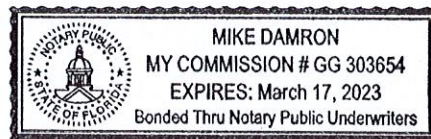
(Signed) Thomas P. Uhrig

(Print Name) Thomas P. Uhrig

(Title) President

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2023, by Thomas P. Uhrig, who is President (title) of J.W. Cheatham, Inc. and who is personally known to me or who has produced as identification.


Notary Public



DRUG FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of J.W. Cheatham, LLC
I certify that J.W. Cheatham, LLC complies fully with the above requirements.

Thomas P. Uhrig
Authorized Representative's Signature

3/20/2023
Date

Thomas P. Uhrig
Name:

President
Position:

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.
Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
	See Attached				

2/14/2023

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts, whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
Classes of Work	DOT Projects & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Subject To Others	Balance of Contract Amount	Uncompleted Amount To Be Done By Applicant As Prime Contractor	As Subcontractor
7.9	E4V84 SR 710/Beeline Hwy, Palm Beach County	\$ 3,147,147	\$ 883,240	\$ 2,263,907	\$ 2,263,907	\$ 69,157
7.9	T1826 SR-25 Glades, Carr Construction, Glades County	\$ 344,565	\$ -	\$ 344,565	\$ 2,263,907	\$ 69,157
				(Col. 5 Subtotal)		
Classes of Work	Other (Non-DOT) Projects, Owner & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Subject To Others	Balance of Contract Amount		
5.6,7.9	Lyons Road From L14 to L11, Lake Worth	\$ 7,276,066	\$ 2,056,138	\$ 5,219,928	\$ 807,682	\$ 83,417
5.6,7.9	S. FL Natl Camry Onsite ROW, G&C Fab-con, LLC, Lake Worth	\$ 726,566	\$ -	\$ 726,566		\$ 377,660
5.6,7.9	PBG Avenir Golf Course, Palm Beach Gardens, Palm Beach Gardens	\$ 3,402,102	\$ 309,008	\$ 3,093,094	\$ 815,027	\$ 66,724
5.6,	Alton POD G-3 Roadwork, NPB/CID, Palm Beach Gardens	\$ 2,228,304	\$ 1,413,277	\$ 815,027	\$ 613,684	\$ 62,433
5.7.9	Cresswind Phase 3 Roadwork, KH Westlake, LLC, City of Westlake	\$ 996,951	\$ 383,267	\$ 613,684	\$ 2,010,130	\$ 1,304,934
5.7.9	Cove Royale, KH Cove Royale LLC, Stuart	\$ 4,143,221	\$ 2,133,091	\$ 2,010,130	\$ 3,078,097	\$ 2,362,012
5.6,7.9	Northlake Blvd Phase 2, Avenir Community Development District, Palm Beach Gardens	\$ 4,236,550	\$ 1,158,453	\$ 3,078,097	\$ 374,186	\$ 737,461
7.9	Cove Royale Offsite, KH Cove Royale LLC, Stuart	\$ 540,681	\$ 166,495	\$ 374,186	\$ 658,137	\$ 55,302
5.6,7.9	Town Center Parkway Ph-3, Minto PBLH, LLC, Westlake	\$ 4,541,837	\$ 328,666	\$ 4,213,171	\$ 1,039,360	\$ 601,637
5.6,7.9	CR-A1A Dixie Highway Resurfacing, Martin County Commissioners, Martin County	\$ 986,803	\$ 430,561	\$ 556,242	\$ 306,769	\$ 117,470
5.6,7.9	Town Center Parkway SW Ph-2, Minto PBLH, LLC Westlake	\$ 888,565	\$ 125,606	\$ 762,959	\$ 1,039,360	\$ 601,637
5.7.9	PBG Russo Parking Expansion, Palm Beach Gardens, City of Palm Beach Gardens	\$ 432,375	\$ 125,606	\$ 306,769	\$ 1,039,360	\$ 601,637
5.6	Cresswind Ph5 Clear and Earth Wk, KH Westlake, LLC, City of Westlake	\$ 1,281,930	\$ 242,550	\$ 1,039,380	\$ 754,392	\$ 601,637
5.6,7.9	Cresswind Phase 4 Roadwork, KH Westlake, LLC, Westlake	\$ 919,292	\$ 164,900	\$ 754,392	\$ 671,729	\$ 342,170
5.6	East Fork Creek STA, Martin County Commissioners, Hobe Sound	\$ 3,577,771	\$ 2,906,042	\$ 671,729	\$ 61,005	\$ 38,533
5.6	PBG Golf Course Washout Repair, Palm Beach Gardens, City of Palm Beach Gard	\$ 61,005	\$ -	\$ 61,005	\$ 49,620	\$ 25,000
7.9	Ilex Way Parkway Repair, Minto PBLH, LLC, City of Westlake	\$ 49,620	\$ -	\$ 49,620	\$ 37,517	\$ 93,950
5.6,7.9	Vizcaya Falls Plat 1 Overlay, KH Vizcaya Falls, LLC, Port St Lucie	\$ 274,300	\$ 139,900	\$ 134,400	\$ 255,150	\$ 284,353
7.9	SID Infrastructure Imp, Seminole Improvement District, City of Westlake	\$ 1,973,327	\$ 1,718,177	\$ 255,150	\$ 328,742	\$ 525,253
5.6,7.9	Etica Blvd, D.S. Eskins Inc, Wellington	\$ 284,353	\$ -	\$ 284,353	\$ 328,742	\$ 525,253
5.6,7.9	Venture Way Extension, NPB/CID, Palm Beach Gardens	\$ 932,633	\$ 603,891	\$ 328,742	\$ 8,678,136	\$ 594,410
				(Col. 5 Subtotal)		
Please Enter Attachment Totals On This Line					\$ 10,942,043	\$ 594,410
Total Uncompleted Work On Hand To Be Done By You						

Note: Columns 3 & 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Grand Total

\$

11,536,453

Total of Columns 6 & 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Thomas P. Whrig, on behalf of J.W. Cheatham, LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: Thomas P. Whrig

Date: 3/20/2023

STATE OF FLORIDA

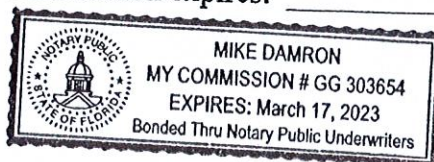
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of March, 2023, by Thomas P. Whrig, who is the President of J.W. Cheatham, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



IFB # 2023-01**CONFLICT OF INTEREST STATEMENT**

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: Thomas P. Uhrig Date: 3/20/2023

Print Name: Thomas P. Uhrig

Title: President

Company Name: J.W. Cheatham, LLC

STATE OF FLORIDA E-VERIFY FORM

Contract No: IFB # 2023-01

Financial Project No(s):

Project Description: Town of Loxahatchee Groves FY23 Road Paving Program

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: Thomas P. UhrigCompany/Firm: J.W. Cheatham, LLCPrint Name: Thomas P. UhrigTitle: PresidentDate: 3/20/2023



March 20, 2023

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL, 33470

RE: J.W. Cheatham, LLC
Project: IFB # 2023-01, TOWN FY23 ROAD PAVING PROGRAM

To Whom It May Concern:

This is to advise you that our office provides, Bid, Performance and Payment Bonds for J.W. Cheatham, LLC. Their surety is Travelers Casualty and Surety Company of America which carries an A.M. Best Rating of A++: XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$75,000,000 for any single project and \$150,000,000 total aggregate.

We obviously reserve the right to review final contractual documents, bond forms, if any and satisfactory evidence of funding, if applicable, prior to final commitment to issue bonds.

J.W. Cheatham, LLC is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute contracts for any upcoming projects.

This letter is not an assumption of liability, nor is it a Bid, Performance and Payment Bond. It is issued only as a bonding reference requested by our respected client.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,

Charles D. Nielson
Attorney-In-Fact

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David Hoover, Shawn A. Burton, Olga Iglesias, Gicelle Pajon, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER of Miami Lakes, Florida, their true and lawful Attorney (s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.




State of Connecticut

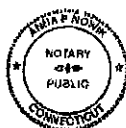
City of Hartford ss.


On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

By: 
Robert L. Raney, Senior Vice President




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

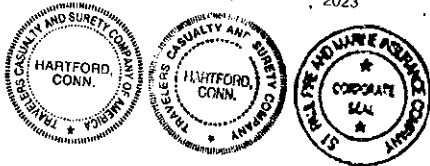
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

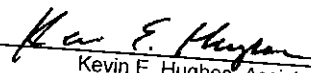
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.W. Cheatham, LLC
7396 Westport Place
West Palm Beach, FL 33413

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


IFB # 2023-01, TOWN FY23 ROAD PAVING PROGRAM

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of March, 2023


(Witness)


(Witness) Haley Blythe

J.W. Cheatham, LLC

(Principal)

(Seal)

By:

(Title)


President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:


(Title) Charles D. Nielson Attorney-in-Fact

Surety Phone No. 860-277-0111



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

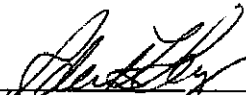
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David Hoover, Shawn A. Burton, Olga Iglesias, Gicelle Pajon, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

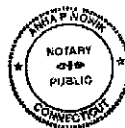
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2023-01

ADDENDUM NO. 1

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: 1
IFB Number: 2023-01
Date of Addendum: March 3, 2023
Due Date, Time: March 20, 2023, at 2 PM
Title: INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB 2023-01, are indicated either by strike through for deletions and underlining for insertions.

Revision 1 CHANGE

Page 3, Fourth Paragraph under **TOWN FY 23 ROAD PAVING PROGRAM**

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive work orders during the effective term of the contract and prior to the contract's expiration date.~~ A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work. The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order.

Revision 2 CHANGE

Page 6, Section 2- Special Terms, Paragraph 8, Other Special Conditions

8. Other Special Conditions. The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. The selected contractor will receive a notice to proceed. A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work. The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order.

Revision 3 CHANGE

Page 4, paragraph 3, Permits and Fees.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves will be responsible for all permits or licenses, impact, inspection or other fees required by the Town and any other governmental entities for this Project. ~~The Town is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract.~~

~~Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.~~

Revision 4 CHANGE

Page 8, paragraph 5, Bid Prices.

5. Bid Prices. All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. The Town will direct purchase all rock material needed for inclusion in the work. The Town will provide rock as needed, delivered to the road segment. ~~Direct purchases by the Town will reduce or eliminate taxes paid on rock material.~~ Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

Revision 5 CHANGE

Page 20 and 21 B3 – BID FORM is amended by renumbering paragraphs 10-18 to 9-17. Revised Form is attached.

Revision 6 CHANGE

Page 39 EXHIBIT B Scope of Work Other considerations: is amended to add the following:

Other considerations:

- Road width to be determined by the Public Works Director
- Final quantities and payment of unit priced items to be based upon actual measurement
- Finishing of existing base is based on that the roadway has sufficient base thickness and width
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of materials to be placed on that particular roadway segment.
- Prior to installing any Speed Tables, Contractor shall be responsible to inspect the proposed speed table location and ascertain whether any conflicts (including but not limited to driveways, catch basins, and utility poles) exist at the location which might interfere with the installation, utilization, and/or maintenance of the speed table. If any conflicts exist the Contractor will advise the Project Manager of the existence of the conflict and the Project Manager will revise the location of the speed table accordingly.
- The radius of all required aprons shall be twenty-five (25) feet.
- Contractor shall be required to provide Project Manager with a daily electronic report on the quantity and quality of the asphalt put down that day.

Revision 7 CHANGE

The specifications for the Seminole Speed Tables are attached.

Revision 8 CHANGE

Page 42, paragraph 3.5, Final Invoice, amending the last sentence.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the

"final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the price including any amount held as retainage.

Revision 9 CHANGE

Page 45, the second paragraph of **Article 6. PUBLIC CONSTRUCTION BOND** to revise the Exhibit reference from "B" to "A"

The public construction bond shall be on forms attached hereto as Exhibit "**BA**" or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

BID FORM

(B3)

IFB # 2023-01

Proposal of:

(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

409. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.

410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

4211. This bid is for an exclusive contract.

4312. The following officer, director or agent of the Bidder is also an employee of the Town.

Name

Address

4413. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

4514. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

4615. Bidder acknowledges that ADDENDA NO(S) _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

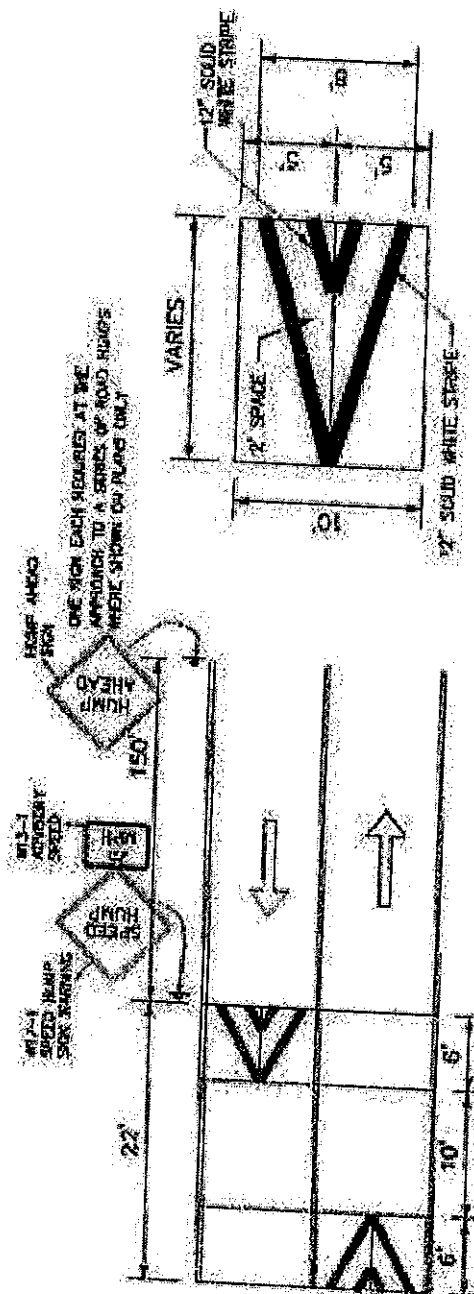
4716. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

4817. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

TYPE S-3 ASPHALT PLACED IN 2
LIFTS WITH TAC COATS BETWEEN
LIFTS AND ON PAVEMENT

NOTE TAPER EDGES AT 2:1
ADJACENT TO EDGE OF PAVEMENT

SEMI-ANNUAL SPEED TABLE



SPEED TABLE SIGNING & MARKING

SPEED TABLE PAVEMENT MARKINGS

TOWN OF LOXAHATCHEE GROVES

INVITATION TO BID (IFB) # 2023-01

ADDENDUM NO. 2

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: 2

IFB Number: **2023-01**

Date of Addendum: March 10, 2023

Due Date, Time: **March 20, 2023, at 2 PM**

Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the RFP and provides responses to the questions received. Revisions to pre-existing language in RFP **2023-01**, are indicated either by strike through for deletions and underlining for insertions. Responses to questions are in red and underlined.

RESPONSES TO QUESTIONS RECEIVED

THE FOLLOWING IS A LIST OF QUESTIONS RECEIVED BY THE TOWN. RESPONSES ARE FOLLOWING THE QUESTION AND DELINEATED IN RED INK.

1. Is the town trucking the rock to the jobsite ? FOB jobsite ?

Yes, the Town will have the rock material to the jobsite.

2. If the answer to question No. 1 is no. How many tons are we going to truck to the jobsite and in what paving segments ? This is needed so we can get our cost in the correct paving segments. PG 22 of 55

The answer to question No. 1 is yes, so the Contractor does not have to estimate the cost of trucking rock to the jobsite.

3. Please provide locations and sizes for Bid Item No. 13. (PG 23 of 55). What paving segments have these patches ?

The purpose of the "Asphalt Cut and Patch" item is to have the opportunity to use the selected contractor to potentially perform additional items via change order while the paving program is in process in order to not have an additional mobilization.

Some examples of the possible use of this item are:

- 1 Repair of a cut in the asphalt for culvert replacement at 1550 C Road. +/- 10' x 20'
- 2 Repair of a cut in the asphalt for culvert replacement at North end of 3779 D Road. +/- 6' x 18'
- 3 Add a 20 x 40 foot Apron with 25 foot radius at Gruber and D Road.
- 4 Add an extension of 20 feet to F Road with a 20 x 40 foot Apron with 25' radius East and West of F Road at South North Road.
- 5 Add aprons to new bridge culverts as constructed within the time frame of this paving contract.
Potential Aprons:
 - A. A Road at 161 Terr. (Lakeside Dr.)
 - B. 24th Court North and E Road

This item should not be included in the base bid as these areas may or may not be done.

4. 60 days is not enough time to construct this project. Can you provide additional time ?
Such as 90 days to substantial and 120 days to final.

The Town will amend the time for construction to provide that all the paving and installation of speed tables must be substantially completed within 60 days of the receipt of the notice to proceed and final completion including the striping work must be done within 90 days of the receipt of the notice to proceed.

5. At the pre bid we had talked about an 18 ft minimum road width at any point. Is the maximum width 20 ft? If not, can you specify a max road width?

The maximum width is 20 feet, the minimum width is 18 feet.

6. Will the town purchase the Limerock Base and pay for delivery to the site, or is the contractor responsible for trucking?

The Town will purchase and deliver the base rock.

7. We have a Palm Beach County Paving Commercial License, but we do not have a State General Contractor License as required by the bid documents. Can we still bid for this project?

Any firm that attended the mandatory pre-bid meeting held on February 28, 2023 for the project may bid. A determination of whether a bidder is qualified will be made once bids

are opened and the Town has had an opportunity to review the bidder's qualifications including the list of projects submitted on Form B2 "Bidders Minimum Qualifications" of the IFB. The Town specifically reserves the right to waive any non-material irregularities and technicalities except timeliness and signature requirements. (See Section 4 "Instructions to Bidders" Paragraph 15 "Acceptance; Rejection; Cancellation."

CHANGES AND REVISIONS TO THE INVITATION FOR BIDS (IFB)

Revisions to pre-existing language in RFP 2023-01, are indicated either by strike through for deletions and underlining for insertions

Revision 1 CHANGE

Paragraph 1.4 "Term" of Article 1. "GENERAL INFORMATION." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM - IFB # _2023-01" is amended to read as follows:

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ~~sixty (60)~~ ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Revision 2 CHANGE

Paragraph 2.1 "Timely Services." of Article 2. "CONTRACT TIME; LIQUIDATED DAMAGES." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -IFB # _2023-01" is amended to read as follows:

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ~~sixty (60)~~ ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.



INVITATION FOR BID

FOR

TOWN FY23 ROAD PAVING PROGRAM

IFB # 2023-01

LEGAL NOTICE
INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2023-01 "Town FY23 Road Paving Program" to include road prep work, paving, striping, speed tables and miscellaneous construction work services. The awarded contractor will receive work orders to complete the associated work.

Bid documents may be downloaded at the Town's website at: loxahatcheegrovesfl.gov or online at www.demandstar.com starting on February 15, 2023.

- Electronic submittals will only be accepted when submitted through DemandStar. E-mailed submittals will NOT be accepted.
- Paper submittals (one original and one PDF Copy, either CD or thumbdrive) may be delivered to the Town Clerk's Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Time is of the essence. Any bid received after **2:00PM on March 20, 2023**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is received and stamped by the Town Clerk's personnel by the deadline indicated. All submittals will be publicly opened and read on **March 20, 2023, at 2:00 p.m.**

A mandatory pre-bid meeting will be held on **February 28, 2023, at 10:00 A.M.** Local Time in Town Hall, 155 F Road, Fl. 33470. In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this IFB, to accept or reject any or all IFB submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to Lakisha Burch, Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: lburch@loxahatcheegrovesfl.gov.

PUBLISH: *Palm Beach Post* February 16, 2023 & DemandStar: February 15, 2023

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

TOWN FY23 ROAD PAVING PROGRAM

The Town of Loxahatchee Groves is soliciting bids from responsible and experienced contractors to provide roadway, striping and miscellaneous construction work services. The awarded contractor will receive work orders to complete the associated roadway work.

The scope of work is generally described as follows:

Roadway – milling, paving, subgrade construction, base construction, traffic calming and other miscellaneous roadway related work

Striping – thermoplastic striping, speed table markings, stop bars, and other related work

Miscellaneous – MOT and other related work

The “Town FY23 Road Paving Program – List and Sequencing of Roads to be Improved” is attached hereto as **Exhibit A** and incorporated herein. A more detailed scope of work for the road improvements are attached and incorporated herein as composite **Exhibit B**.

All work shall be constructed in accordance with these bid documents. A copy of the bidder’s (and subcontractors, if applicable) qualification letters must be attached to the bid.

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. The selected contractor will receive work orders during the effective term of the contract and prior to the contract’s expiration date. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager’s office or Town Council approval as applicable for each work order.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Town finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the Town’s discretion.

ACTION

COMPLETION DATE

Notice of Participation in Pre-Bid Meeting

02/25/2023 at 4:00 PM

Pre-Bid Meeting

02/28/2023 at 10:00 AM

Final Questions Due

03/06/2023 at 4:00 PM

Addenda Published

03/10/2023 at 5:00 PM

Bids Due

03/20/2023 at 2:00 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference.** Mandatory Pre-Bid meeting is scheduled for Tuesday, February 28, 2023 at 10:00 AM at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470. The Town requests bidders to attend the Pre-Bid Meeting and must advise the Town of their intent to attend the Pre-Bid Conference by February 25, 2023 at 4 pm. The intent to attend the should be emailed to lburch@loxahatcheegrovesfl.gov and copied to lpeters@loxahatcheegrovesfl.gov. It is anticipated that the Pre-Bid Conference will include a field survey of the of the work area. Prospective bidders who do not attend the Pre-Bid Conference will not have their bid submittals opened.
2. **Time of Completion and Liquidated Damages.** The work to be performed under this IFB shall commence on the date of the Notice to. The work to be performed under this project shall commence and be fully completed within the times identified in the resulting contract.

The Town and Contractor recognize that the time for final completion of all work under the contract is critical. The Town will suffer financial loss if the Contractor fails to achieve final completion by the time specified herein. In such event, the total amount of the Town's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve final completion within the timeframe established in the Contract or any work order, the Town shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 (Five Hundred Dollars) for each calendar day thereafter until final completion of all work. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if Contractor fails to complete all work within the required timeframes.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract:

Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor's license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
- Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the Town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

5. **Construction Bond.** Payment and Performance Bonds in accordance with the Town's Procurement Code, the resulting contract, and Section 255.05, Florida Statutes, shall be required for each associated work order issued under the resulting contract.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the awarded bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The awarded bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the awarded bidder enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the awarded bidder for any and all claims under the Contract. It shall be the responsibility of the awarded bidder to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

7. **Warranty.** The successful Bidder agrees to a contract provision as follows: Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under the Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under the Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct

such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8. **Other Special Conditions.** The Town intends to award contracts to a single contractor who is the lowest, responsive, responsible bidder. The selected contractor will receive a notice to proceed. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the Town's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty-six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.
3. Letter establishing the Bidder's bonding capacity.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. **How to Submit a Bid.**

- a. Electronic submittals will only be accepted when submitted through DemandStar.
- b. Paper submittals (one original and one PDF copy, either CD or thumbdrive) of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**Town of Loxahatchee Groves
Town Clerk
155 F Road
Loxahatchee Groves, FL 33470**

c. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bidders are responsible for ensuring that their bid is stamped by Town personnel by the deadline indicated. The Town shall in no way be responsible for delays caused by any occurrence.

d. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

e. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

f. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated in or attached to this IFB, all of which are incorporated herein by this reference.

2. **The Bid Package.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid Form
- B4 Schedule of Bid Items
- B5 Substitution Sheet
- B6 Schedule of Subcontractors
- B7 Contractor Verification
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification
- B11 Contractor's Material Suppliers
- B12 Contractor's Existing and Proposed Workload
- B13 Scrutinized Companies Certification Form
- B14 Conflict of Interest Statement
- B15 State of Florida E-Verify Form
- B16 Letter RE: Bond Capability

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Town. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **Completion of Bid Submission Package.**

a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.

b. All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

4. **Errors/Erasures/Corrections.**

a. Bids having erasures or corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. The Town will provide rock as needed, delivered to the road segment. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

6. **Substitutions.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **Subcontracting and Reporting.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors. The Town reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The Town reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Prime Contractor shall be required to self-perform and construct a minimum of 50% of the awarded work order for any given work assignment. Subcontracting out more than 50% of the work may constitute cancellation of the contract.

The Bidder shall submit for the Town's review and approval, as part of their bid submission, a sample copy of the company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **Bid Bonds or Deposits.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars (\$100) need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the Town.
4. U.S. Postal Money Order.

All checks and orders must be made payable to the Town of Loxahatchee Groves. The Town reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the Town and/or provide the required insurance and bonds within ten (10) calendar days of receipt of the contract, the Town shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **Certification and Licenses.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County or municipality in which the Bidder's principal place of business is located and in accordance with the Chapter 22, Article V Local Business Tax of the Town's Code of Ordinances.

10. **No Lobbying – Cone of Silence.** In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the Town to end the selection process.

11. **Conflict of Interest and Ethics Requirements.** This IFB is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review all the codes mentioned herein to ensure compliance with the same.

12. **Public Entity Crimes.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the Town for 36 months following the date of being placed on the convicted vendor list.

13. **Inquiries and Addenda.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Lakisha Burch, Town Clerk
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
E-mail: lburch@loxahatcheegrovesfl.gov
Phone: (561) 793-2418

Any addenda or other modification to the Bid documents will be issued by the Town prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the Town or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **Acceptance; Rejection; Cancellation.** This IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the Town. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the Town. The Town reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the Town or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the Town or its employees.

The Town reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the Town, unbalanced either in excess or below the reasonable cost analysis values; 7) bids are in excess of the approved budget for the project.

15. **Selection of Bidder with Whom to Contract.** The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder and a consideration of the following criteria and as otherwise authorized in its Procurement Code:

- a. The prices contained in the bid.
- b. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- c. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- d. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- e. The quality of performance of previous contracts of services, including, but not limited to, town contracts.

- f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- g. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- h. The quality, availability and adaptability of the commodities or services to the particular use required.
- i. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- j. The number and scope of conditions attached to the bid.
- k. The overall cost to the town.
- l. The best interests of the town.

16. **Posting of Award Tabulations.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at Town Hall, 155 F Road, Loxahatchee Groves, FL and posted on the Town's website.

17. **Contract.** The Town and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the Town. In the event a contract is not executed with the selected bidder and Town reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The Town's standard contract is attached hereto as **Exhibit "C"** and incorporated herein.

18. **Procurement Code.** The Town's Procurement Code, sections 2-132 to 2-148 of the Town's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

19. **Costs.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

20. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, the successful bidder shall:

- 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- 3. Maintain copies of all subcontractor affidavits for the duration of the contract;
- 4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
- 6. Be aware that if the Town terminates the contract under Section 448.095(2)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

21. **Town is Document Gatekeeper.** This IFB is issued directly by the Town and the Town shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk's Office. The Town is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the Town's) or other sources not connected with the Town and the Bidder should not rely on such sources for information regarding any solicitation made by the Town.

22. **Minority Enterprise.** Documentation to support a Bidder as a Minority Enterprise as certified by the State of Florida must be submitted with a Bidder's bid in response to the IFB. Documentation submitted after the bid deadline will be rejected.

23. **Property of the Town.** All materials submitted in response to this IFB become the property of the Town. The Town has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

24. **Disclosure and Disclaimer.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with Town representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Town in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **Compliance.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **Office of the Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

27. **Scrutinized Companies.** The bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the resulting contract at its sole option if the bidder or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract including any and all renewals. If the resulting contract is for one million dollars or more, the bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate the contract at its sole option if the bidder, or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.

The bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the resulting contract. The bidder agrees that the certifications in this section shall be effective and relied upon by the Town for this solicitation and the term of any resulting contract, including any and all renewals. The bidder agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the bidder shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

28. **Non-Discrimination.** The bidder shall not discriminate against any person in its operations, activities or delivery of services. The bidder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

29. **Quantities.** The quantities of materials to be furnished under the resulting contract, if given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the successful contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished in the sole discretion of the Town without in any way invalidating any of the Bids. Further, the Bidder understands that the Town may elect to construct only a portion of the work covered by these documents and the Bidder agrees to perform that portion of the work given to the Bidder, if successful, at the prices quoted.

30. **OSHA.** The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. **Examination of Contract Documents and Site Conditions.** It is the responsibility of each Bidder before submitting a Bid, to: (1) Examine and carefully study the Bidding Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Bidding Documents; and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (6) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and in accordance with the other terms and conditions of the Bidding Documents; (7) Become aware of the general nature of the work to be performed by the town and others, if any, at the site that relates to the work; (8) Promptly give the Town or Engineer or Contract Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Town is acceptable to the Bidder; and (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

The submission of a Bid will constitute the incontrovertible representation by Bidder that Bidder has complied with every requirement of this paragraph.

BID PACKAGE COVER SHEET

(B1)

IFB #2023-01 _____ Project Title: Town FY23 Road Paving Program

Bidder Company Name:
.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidder's Minimum Qualifications (B2)
- _____ 3. Bid Form (B3)
- _____ 4. Schedule of Prices (B4)
- _____ 5. Substitution Sheet (B5) - If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- _____ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B8)
- _____ 9. Affidavit of Prime Bidder re Non-collusion (B9)
- _____ 10. Drug Free Certification (B10)
- _____ 11. Contractor's Material Suppliers (B11)
- _____ 12. Contractor's Existing and Projected Workload (B12)
- _____ 13. Scrutinized Companies Certification Form (B13)
- _____ 14. Conflict of Interest Statement (B14)
- _____ 15. State of Florida E-Verify Form (B15)
- _____ 16. Bond Capability (B16)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy
of your Bid package.**

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

BID FORMIFB # 2023-01Proposal of: _____
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
11. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
12. This bid is for an exclusive contract.

13. The following officer, director or agent of the Bidder is also an employee of the Town.

Name *Address*

14. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment</i>
1	Collecting Canal Road from Folsom to F Road	
2	Collecting Canal Road from F Road to E Road	
3	Collecting Canal Road from E Road to D Road	
4	Collecting Canal Road from D Road to C Road	
5	Collecting Canal Road from C Road to B Road	
6	E Road from Collecting Canal to Okeechobee Road	
7	E Road North from South North Road to North Road	
8	Folsom from Compton to 25 th St. N.	
9	25th St. N. from Folsom to G. Road West	
10	G. Rd West from 25 th St. N. to South North Road	
11	160th Ave. N. from 40 th St. N. to beyond 44 th St. N.	

Total Bid Amount: _____ \$ _____

*Award will be based on Total Bid Amount.

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

IFB #2023-01

SCHEDULE OF PRICES

Segments and Scope of Work are identified in Exhibit A. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

No.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization	EA	
2	Install Rock Material with Direct Purchase by Town	TON	
3	Finish Existing Baserock to 3-5% slope	SY	
4	2" SP-12.5, TL-C Asphalt	TON	
5	Seminole Style Speed Humps	EA	
6	6" Solid White/Yellow Thermoplastic Striping	LF	
7	24" Stop Bars	EA	
8	Speed Table Markings - Double Chevron	EA	
9	20 x 40 Apron	EA	
10	Tack coat OGEM or Dirt	SY	
11	Mill/Remove Existing Speed Hump	EA	
12	Mill/Level OGEM	SY	
13	Asphalt Repair Cut, Prep & Patch with 2" Asphalt	SY	

Name of Firm: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE DEDUCT BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of
subcontract work

1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

**** The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.**

Authorized Signature: _____

NOTE: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that sub-contractor performing any work.

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

IFB # 2023-01

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

IFB # 2023-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
 (Name)

1. I am the _____ of _____, the
 (Title) (Name of Company)
 Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
 _____ (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2023, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

DRUG FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

(B11)

IFB # 2023-01

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

IFB # 2023-01**CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM**

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

IFB # **2023-01****SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: _____ Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 202____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

IFB # 2023-01

STATE OF FLORIDA E-VERIFY FORM

Contract No:

Financial Project No(s):

Project Description:

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: _____

Company/Firm: _____

Print Name: _____

Title: _____

Date: _____

(B16)

IFB # 2023-01

LETTER DESCRIBING BUILDER'S BONDING CAPACITY

EXHIBIT A

Town of Loxahatchee Groves

IFB # 2023-01

TOWN FY23 ROAD PAVING PROGRAM
LIST AND SEQUENCING OF ROADS TO BE IMPROVED

<i>Road Segment</i>	<i>Location</i>	<i>Length in Feet</i>	<i>Width in Feet</i>	<i>Speed Tables</i>	<i>20 x 40 Aprons</i>
1	Collecting Canal Road from Folsom to F Road	3,860	20	4	2
2	Collecting Canal Road from F Road to E Road	2,625	20	2	1
3	Collecting Canal Road from E Road to D Road	2,625	20	2	0
4	Collecting Canal Road from D Road to C Road	2,625	19	2	0
5	Collecting Canal Road from C Road to B Road	2,625	20	2	1
6	E Road from Collecting Canal to Okeechobee Road	6,600	19	5	0
7	E Road North from South North Road to North Road	5,160	19	4	1
8	Folsom from Compton to 25 th St. N.	1,650	20	1	1
9	25th St. N. from Folsom to G. Road West	1,290	19	1	1
10	G. Rd West from 25 th St. N. to South North Road	2,460	18	2	1
11	160th Ave. N. from 40 th St. N. to beyond 44 th St. N.	2,100	18	1	3

NOTE: All segments' surfaces are currently graded one inch minus material over FDOT base rock except for Segments 4 and 5 each have ¼ mile of existing OGEM. The existing speed humps are to be removed from the OGEM and the OGEM to be milled and leveled where necessary. The final surface will be 2" of Asphalt with speed humps, white 6" thermal striping on each side, a double 6" yellow center line, stop bars and chevrons as indicated for each segment.



2023 Paving Plan Overview

Town of Loxahatchee Groves

Public Works Department

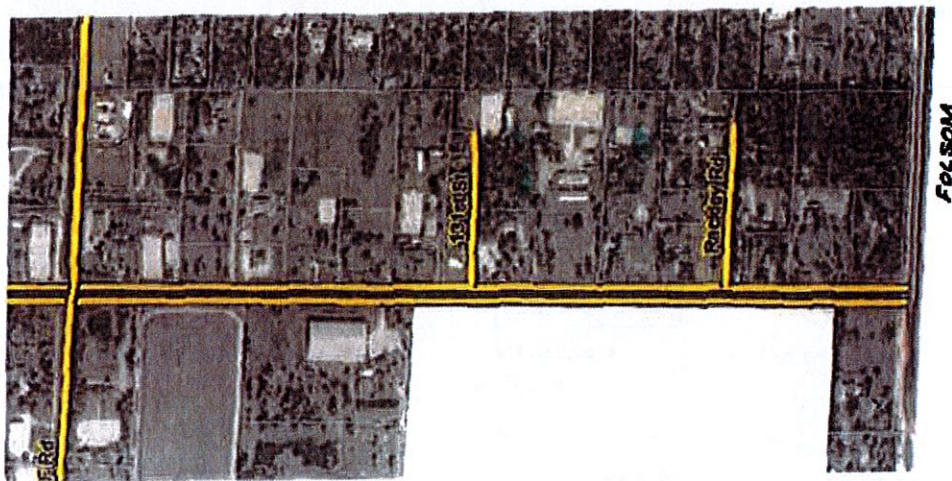
Paving Segment 1

Collecting Canal Road from Folsom to F Road 3,860 Feet to include:

Two 20'x 40' Aprons, one at Rackley Road and one at 131 Terrace

Four Seminole Style speed tables at 965 feet apart.

Four Stop Bars



**Town of Loxahatchee Groves
Public Works Department**

Paving Segment 2

Collecting Canal Road from F Road to E Road, 2,625 Feet to include:

One 20'x 40' Aprons, at Hyde Park Road and one at 131 Terrace

Two Seminole Style speed tables at 875 feet apart.

Three Stop Bars

Segment 3

Collecting Canal Road from E Road to D Road, 2625 Feet to include:

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars



Town of Loxahatchee Groves Public Works Department

Paving Segment 4

Collecting Canal Road from D Road to C Road, 2,625 Feet to include:

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars

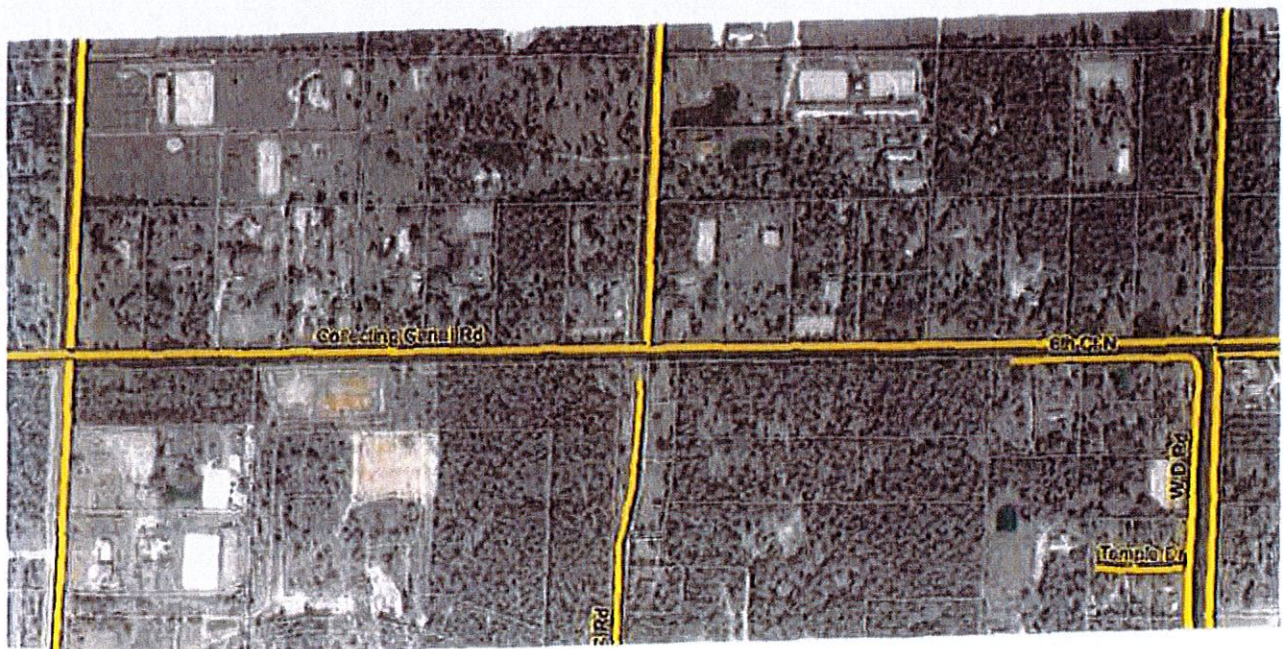
Segment 5

Collecting Canal Road from C Road to B Road, 2625 Feet to include:

One 40'x 20' Apron West of B Road

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars



B ROAD



Town of Loxahatchee Groves

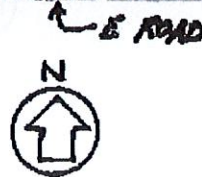
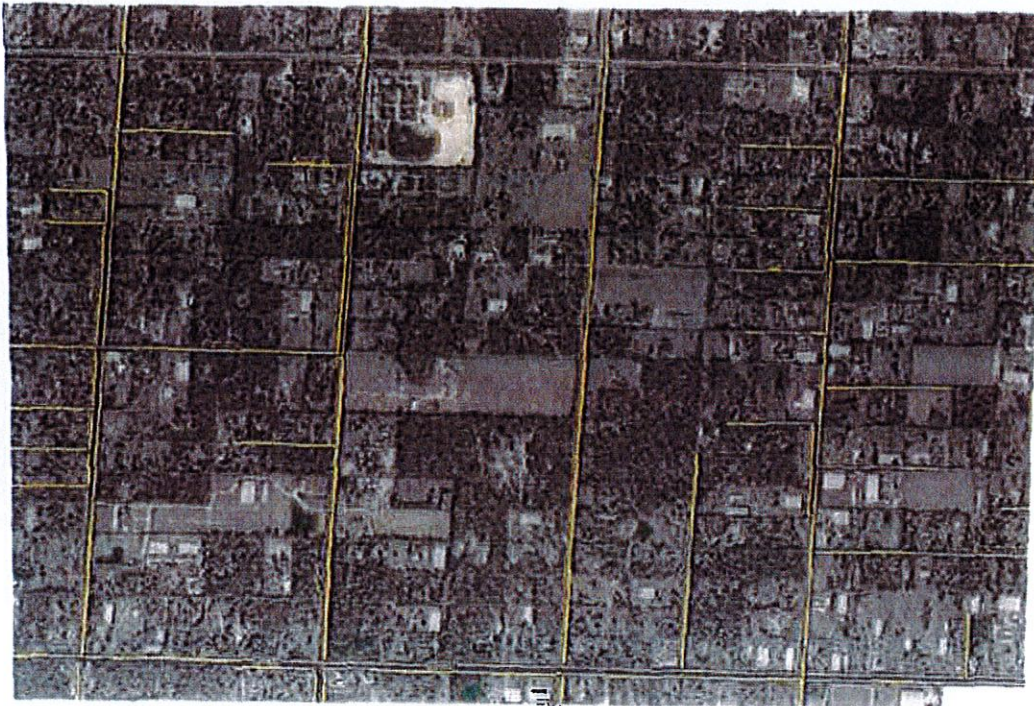
Public Works Department

Paving Segment 6

E Road from Collecting Canal to Okeechobee Road 6,600 Feet to include:

Five Seminole Style speed tables at 1,100 feet apart.

Two Stop Bars



Town of Loxahatchee Groves

Public Works Department

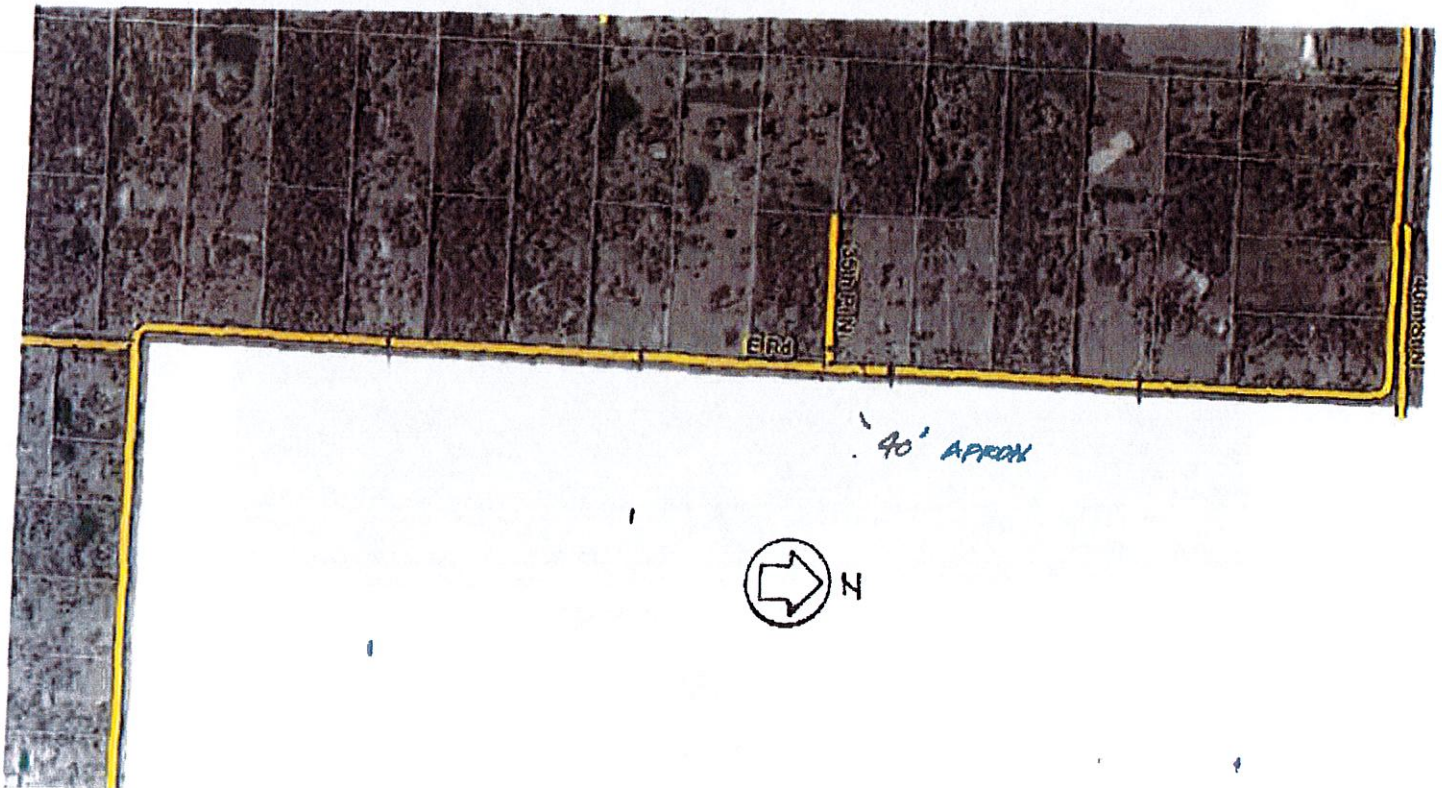
Paving Segment 7

E Road North from South North Road to North Road, 5,160 Feet to include:

One 40' x 20' Apron at 35 Place North

Four Seminole Style speed tables at 1032 feet apart.

Two Stop Bars



Town of Loxahatchee Groves

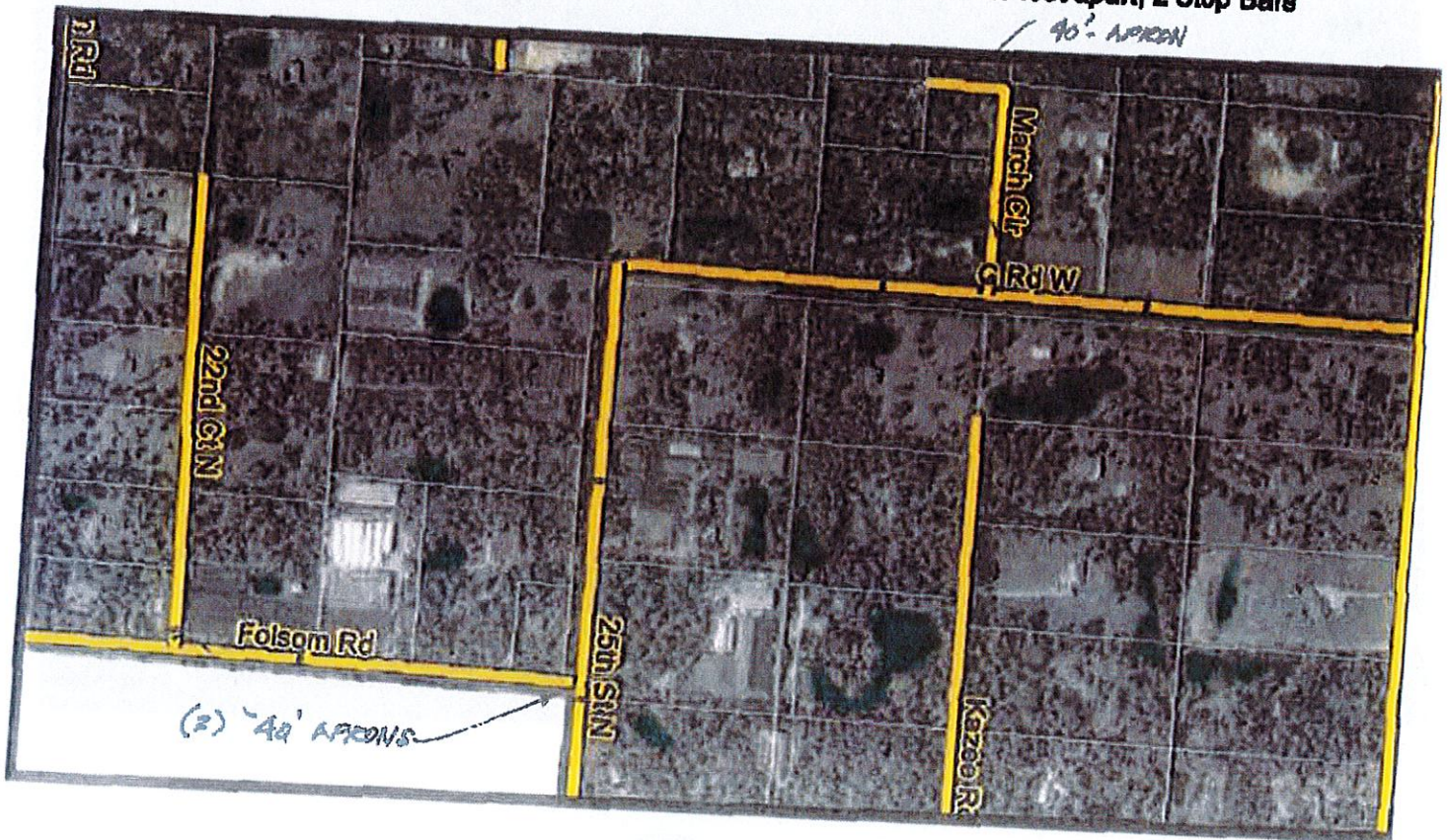
Public Works Department

Paving Segments 8, 9, and 10

length & width

- Folsom 1,650 feet 1 Apron at 22nd Ct N, 1 speed table 825 feet apart, 2 Stop Bars
- 25th St N 1,290 feet with a 40 foot apron East of Folsom and 1 speed table 645 feet apart, No Stop Bars
- G Rd W 2,460 feet with 40 foot apron at March Cir, 2 speed tables 820 feet apart, 2 Stop Bars

40' APRON



Town of Loxahatchee Groves
Public Works Department

Paving Segment 11

160th Ave N 2,100 feet 3 Aprons 40th, 42nd, 44th, 1 speed table 1050 feet apart, 3 Stop Bars



IFB # 2023-01

EXHIBIT B

Scope of Work

- Mobilization – initial and any additional
- Furnishing and installing of additional base rock – or note for direct purchase by Town
- Finish & Prime Existing Baserock
- Leveling at OGEM Section (where necessary)
- Tack at OGEM Section (where necessary)
- 2" SP-12.5, TL-C Asphalt, including 40 ft aprons at intersections
- Install Seminole Style Speed Humps
- 6" Solid White Thermoplastic Striping
- 6" Solid Yellow Thermoplastic Striping (double center line)
- 24" Stop Bars
- Speed Table Markings

Not included:

- Engineering, layout and as-builts
- Permits and testing (except failures)
- Clearing, earthwork and/or swale grading
- Speed table signs

Other considerations:

- Road width to be determined by the Public Works Director
- Final quantities and payment of unit priced items to be based upon actual measurement
- Finishing of existing base is based on that the roadway has sufficient base thickness and width
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of materials to be placed on that particular roadway segment.

Other Assumptions:

- Number of included mobilizations as well as cost of any additional or paving mobilization(s)
- No other items included or excluded unless specifically stated.

EXHIBIT "C"

Town's Standard Contract

**CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -
IFB # 2023-01**

THIS CONTRACT for the Town FY23 Road Paving Program ("Contract") is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and _____, a Florida corporation, with its principal address at _____ ("Contractor").

WHEREAS, the Town issued Invitation For Bid # _____ for Town FY23 Road Paving Program ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on an exclusive basis for the Town FY23 Road Paving Program ("Program"); and

WHEREAS, the Town finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Services. The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager or designee, Town of Loxahatchee Groves, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be sixty (60) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within sixty (60) days from the date of notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable work order. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Direct Purchases. The Town is willing to direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit "C"**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 Payments. Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the Town will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the price is paid to the Contractor. Upon payment of fifty percent (50%) of the price to the Contractor, the Town will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.4 Substantial Completion. Upon substantial completion, the Contractor and Town shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's

reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- D. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- E. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- F. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for Town approval.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 **Termination by Town.** The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,

- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 Successors and Assigns. The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 Changes. Additional work, changes to the work order price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 Headings. The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 Entire Agreement; Amendments; Waiver. This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 Binding Effect. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 Applicable Laws; Venue. This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 No Third Party Beneficiary. This Contract shall create no rights or claims whatsoever in any third party.

8.9 Severability. If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 Effective Date. The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 **Public Records.** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

8.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

8.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 Enforcement Costs; Waiver of Jury Trial. If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.**

8.16 Compliance with Laws. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 Ownership of Documents. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

8.18 Survivability. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

8.19 Notice. Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Either party may amend this provision by written notice to the other party.

8.20 Conflicts of Interest. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 Discrimination. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY23 Road Paving Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Robert Shorr, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, Town Clerk

Office of the Town Attorney

CONTRACTOR:

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2023, by _____ [name], as _____ [title] of _____, a _____, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:

_____.

[Notary Stamp]

Signature of Notary Public

EXHIBIT "A"
PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

CONTRACT: Town FY23 Road Paving Program

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date:

Amount:

Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and
_____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves,**
Florida, herein called Owner, in the sum of \$ _____
(_____) for payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted **Town FY23 Road Paving Program Contract**, dated _____, 2023, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents," at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXHIBIT "B"
CERTIFICATE OF ENTITLEMENT FOR DIRECT PURCHASE

The undersigned authorized representative of the Town of Loxahatchee Groves, Florida (Town), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Contractor) for the construction of Town FY23 Road Paving Program, segment _____.

Town affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The Vendor's invoice will be issued directly to Town.
- _____ 3. Payment of the Vendor's invoice will be made directly by Town to the Vendor from public funds.
- _____ 4. Town will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- _____ 5. Town assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Town affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Town will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Town will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Francine Ramaglia, Town Manager

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____

Telephone Number: _____

Copy of the Purchase Order must be attached to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the books and records of the Vendor and the Contractor.

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2023-01
ADDENDUM NO. 1

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: **1**
IFB Number: **2023-01**
Date of Addendum: March 3, 2023
Due Date, Time: **March 20, 2023, at 2 PM**
Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2023-01**, are indicated either by strike through for deletions and underlining for insertions.

Revision 1 CHANGE

Page 3, Fourth Paragraph under **TOWN FY 23 ROAD PAVING PROGRAM**

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive work orders during the effective term of the contract and prior to the contract's expiration date.~~ **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order

Revision 2 CHANGE

Page 6, Section 2- Special Terms, Paragraph 8, Other Special Conditions

8. **Other Special Conditions.** The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive a notice to proceed. A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.~~ The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order

Revision 3 CHANGE

Page 4, paragraph 3, **Permits and Fees.**

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves will be responsible for all permits or licenses, impact, inspection or other fees required by the Town and any other governmental entities for this Project. ~~is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract;~~

~~Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.~~

Revision 4 CHANGE

Page 8, paragraph 5. **Bid Prices.**

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. The Town will direct purchase all rock material needed for inclusion in the work. ~~The Town will provide rock as needed, delivered to the road segment~~ Direct purchases by the Town will ~~reduce or eliminate taxes paid on rock material.~~ Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project

Revision 5 CHANGE

Page 20 and 21 **B3 – BID FORM** is amended by renumbering paragraphs 10-18 to 9-17. Revised Form is attached.

Revision 6 CHANGE

Page 39 **EXHIBIT B Scope of Work** Other considerations: is amended to add the following:

Other considerations:

- Road width to be determined by the Public Works Director
- Final quantities and payment of unit priced items to be based upon actual measurement
- Finishing of existing base is based on that the roadway has sufficient base thickness and width
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of materials to be placed on that particular roadway segment.
- Prior to installing any Speed Tables, Contractor shall be responsible to inspect the proposed speed table location and ascertain whether any conflicts (including but not limited to driveways, catch basins, and utility poles) exist at the location which might interfere with the installation, utilization, and/or maintenance of the speed table. If any conflicts exist the Contractor will advise the Project Manager of the existence of the conflict and the Project Manager will revise the location of the speed table accordingly.
- The radius of all required aprons shall be twenty-five (25) feet
- Contractor shall be required to provide Project Manager with a daily electronic report on the quantity and quality of the asphalt put down that day

Revision 7 CHANGE

The specifications for the Seminole Speed Tables are attached.

Revision 8 CHANGE

Page 42, paragraph 3.5, **Final Invoice.**, amending the last sentence.

3.5 **Final Invoice.** Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a

“final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder of the price including any amount held as retainage.

Revision 9 CHANGE

Page 45, the second paragraph of **Article 6. PUBLIC CONSTRUCTION BOND** to revise the Exhibit reference from “B” to “A”

The public construction bond shall be on forms attached hereto as **Exhibit “BA”** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

BID FORM

IFB #_2023-01_____

Proposal of:

(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

409. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.

410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

411. This bid is for an exclusive contract.

412. The following officer, director or agent of the Bidder is also an employee of the Town.

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

413. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

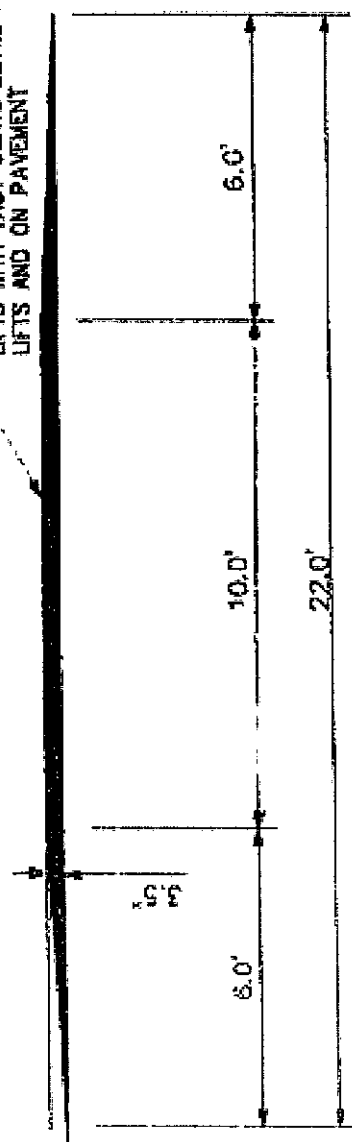
414. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

415. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

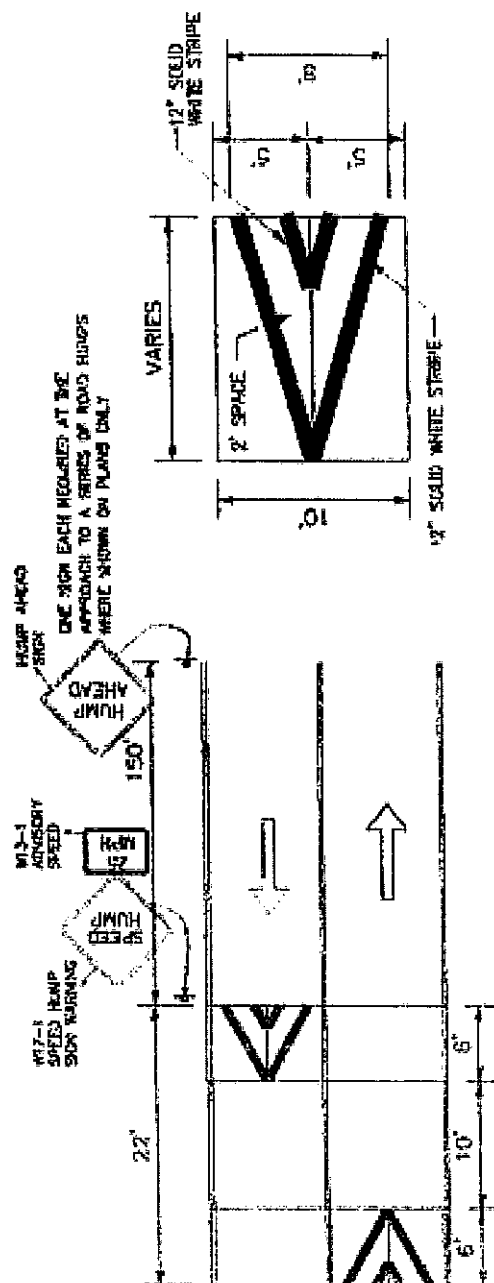
416. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

417. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

—TYPE 9-3 ASPHALT PLACED IN 2
LIFTS WITH TACT COATS BETWEEN
LIFTS AND ON PAVEMENT



SEMINOLE SPEED TABLE



SPEED TABLE PAVEMENT MARKINGS

SPEED TABLE SIGNING & MARKING

TOWN OF LOXAHATCHEE GROVES

INVITATION TO BID (IFB) # 2023-01

ADDENDUM NO. 2

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: **2**

IFB Number: **2023-01**

Date of Addendum: March 10, 2023

Due Date, Time: **March 20, 2023, at 2 PM**

Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the RFP and provides responses to the questions received. Revisions to pre-existing language in RFP **2023-01**, are indicated either by strike through for deletions and underlining for insertions. Responses to questions are in red and underlined.

RESPONSES TO QUESTIONS RECEIVED

THE FOLLOWING IS A LIST OF QUESTIONS RECEIVED BY THE TOWN. RESPONSES ARE FOLLOWING THE QUESTION AND DELINEATED IN RED INK.

1. Is the town trucking the rock to the jobsite ? FOB jobsite ?

Yes, the Town will have the rock material to the jobsite.

2. If the answer to question No. 1 is no. How many tons are we going to truck to the jobsite and in what paving segments ? This is needed so we can get our cost in the correct paving segments. PG 22 of 55

The answer to question No. 1 is yes, so the Contractor does not have to estimate the cost of trucking rock to the jobsite.

3. Please provide locations and sizes for Bid Item No. 13. (PG 23 of 55). What paving segments have these patches ?

The purpose of the "Asphalt Cut and Patch" item is to have the opportunity to use the selected contractor to potentially perform additional items via change order while the paving program is in process in order to not have an additional mobilization.

Some examples of the possible use of this item are:

- 1 Repair of a cut in the asphalt for culvert replacement at 1550 C Road. +/- 10' x 20'
 - 2 Repair of a cut in the asphalt for culvert replacement at North end of 3779 D Road. +/- 6' x 18'
 - 3 Add a 20 x 40 foot Apron with 25 foot radius at Gruber and D Road.
 - 4 Add an extension of 20 feet to F Road with a 20 x 40 foot Apron with 25' radius East and West of F Road at South North Road.
 - 5 Add aprons to new bridge culverts as constructed within the time frame of this paving contract.
- Potential Aprons:
- A. A Road at 161 Terr. (Lakeside Dr.)
 - B. 24th Court North and E Road

This item should not be included in the base bid as these areas may or may not be done.

4. 60 days is not enough time to construct this project. Can you provide additional time ? Such as 90 days to substantial and 120 days to final.

The Town will amend the time for construction to provide that all the paving and installation of speed tables must be substantially completed within 60 days of the receipt of the notice to proceed and final completion including the striping work must be done within 90 days of the receipt of the notice to proceed.

5. At the pre bid we had talked about an 18 ft minimum road width at any point. Is the maximum width 20 ft? If not, can you specify a max road width?

The maximum width is 20 feet, the minimum width is 18 feet.

6. Will the town purchase the Limerock Base and pay for delivery to the site, or is the contractor responsible for trucking?

The Town will purchase and deliver the base rock.

7. We have a Palm Beach County Paving Commercial License, but we do not have a State General Contractor License as required by the bid documents. Can we still bid for this project?

Any firm that attended the mandatory pre-bid meeting held on February 28, 2023 for the project may bid. A determination of whether a bidder is qualified will be made once bids

are opened and the Town has had an opportunity to review the bidder's qualifications including the list of projects submitted on Form B2 "Bidders Minimum Qualifications" of the IFB. The Town specifically reserves the right to waive any non-material irregularities and technicalities except timeliness and signature requirements. (See Section 4 "Instructions to Bidders" Paragraph 15 "Acceptance; Rejection; Cancellation."

CHANGES AND REVISIONS TO THE INVITATION FOR BIDS (IFB)

Revisions to pre-existing language in RFP **2023-01**, are indicated either by strike through for deletions and underlining for insertions

Revision 1 CHANGE

Paragraph 1.4 "Term" of Article 1. "GENERAL INFORMATION." of Exhibit "C" Town's Standard Contract "CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM - IFB # _2023-01" is amended to read as follows:

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ~~sixty (60)~~ ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Revision 2 CHANGE

Paragraph 2.1 "Timely Services." of Article 2. "CONTRACT TIME; LIQUIDATED DAMAGES." of Exhibit "C" Town's Standard Contract "CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -IFB # _2023-01" is amended to read as follows:

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ~~sixty (60)~~ ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.