

**INVITATION TO BID
HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011**



Sealed bids will be received until:

Monday, June 29, 2020
10:00 a.m.
Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Non-Mandatory Pre-Bid Conference:

Tuesday, June 16, 2020
10:00 a.m.
Pinecrest Gardens
11000 SW 57 Avenue
Pinecrest, Florida 33156

Contact for Questions
procurement@pinecrest-fl.gov

Issue Date:
June 8, 2020



VILLAGE OF PINECREST
Invitation to Bid

Sealed bids will be received at the Office of the Village Manager, Village of Pinecrest 12645 Pinecrest Parkway, Pinecrest, Florida 33156, until **10:00 a.m. on Monday, June 29, 2020**, at which time they will be opened and publicly read for:

HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011
Pinecrest, Florida

The Village of Pinecrest is requesting sealed bids from qualified firms for flooring installation at Hibiscus Gallery, a room inside Pinecrest Gardens, 11000 SW 57 Avenue, Pinecrest, Florida. The project includes preparation and installation of Epoxy Terrazzo with a hibiscus design.

The work involved with the project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for the complete in place construction of the project.

A Non-Mandatory Pre-Bid Conference will held on Tuesday, June 16, 2020 at 10:00 a.m. at Pinecrest Gardens 11000 SW 57 Avenue, Pinecrest, Florida.

The Village of Pinecrest reserves the right to award the bid to the lowest, most responsive, responsible bidder, as determined by the Village Council, subject to the right of the Village to reject any and all bids, to waive any irregularity in the bids or bidding procedure, and subject also to the right of the Village to award bid and contract to bidders other than the low bidder.



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EXHIBIT A: Design

INSTRUCTIONS TO BIDDERS

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IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE VILLAGE MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1. Purpose of Bid: The Village of Pinecrest is requesting sealed bids from qualified firms for flooring installation at Hibiscus Gallery, a room inside Pinecrest Gardens, 11000 SW 57 Avenue, Pinecrest, Florida. The project includes preparation and installation of Epoxy Terrazzo with a hibiscus design. The Village reserves the right to award the Bid considered the best to serve the Village's interests.
2. Any questions concerning the Bid Specifications or any required need for clarification must be made in writing to procurement@pinecrest-fl.gov, at least five business (5) days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the Village in response to such questions will be issued by an addenda emailed or posted on the Village's web site, www.pinecrest-fl.gov/BIDS. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting the Bid on the required date and time as publicly noted.
3. Cone of Silence: You are hereby advised that this Invitation to Bid is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Village Manager issues her recommendation, there is a prohibition on communication with the Village's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI or bid by the Village Council, or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited. A copy of all written communications must be filed with the Village Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.
4. BIDDER warrants that the prices, terms and conditions quoted in the Bid will be firm for a period of ninety (90) days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Invitations to Bid will be cause for rejection, as determined by the Village.
5. Pursuant to the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes – "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".
6. 6.1 BIDDERS shall use the Bid Form(s) furnished by the Village. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. BIDDER shall deliver to the Village, as Bid package:
 - (a) The Invitation to Bid and Instructions to Bidders.
 - (b) A copy of all issued addendum.
 - (c) The Bid Form completely executed.
 - (d) Electronic copy of bid documents in pdf format either in a CD or flash drive.

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- (e) Bid Security, (Bid Bond or cashiers check) attached to the Bid Form.
- (f) Certificates of Competencies, State, County and Village Licenses.
- (g) Certificate of Insurance and or Letter of Insurability.
- (h) Drug Free Workplace Form, if applicable

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER'S name and "SEALED BID HIBISCUS GALLERY FLOORING INSTALLATION, PROJECT NO. 2020-011."

- 6.2 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.
- 6.3 Guaranties: No guarantee or warranty is given or implied by the Village as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Village reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 7. Delivery: All items shall be delivered F.O.B. destination (i.e. at a specific Village of Pinecrest address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the Village may make pick-ups at the vendor's place of business.
- 8. Mistake: If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. BIDDERS are responsible for checking their calculations. Failure to do so will be at the BIDDER'S risk, and errors will not release the BIDDER from their responsibility as noted herein.
- 9. Brand Names: If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The Village shall be the sole judge concerning the merits of items Bid as equals.
- 10. Material: Material(s) delivered to the Village under this proposal shall remain the property of the seller until accepted to the satisfaction of the Village. In the event materials supplied to the Village are found to be defective or do not conform to specifications, the Village reserves the right to return the product(s) to the seller at the seller's expense.
- 11. Pricing: Prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the Village reserves the right to make the final determination at the lowest net cost to the Village.
- 12. Safety Standards: The BIDDER warrants that the product(s) supplied to the Village conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
- 13. Payments: Payment will be made after commodities/services have been received, accepted, and properly invoices as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 14. Liability, Insurance, Licenses & Permits: Where BIDDERS are required to enter onto Village of Pinecrest property to deliver materials or to perform work or services as a result of a Bid Award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the Village occasioned by negligence of the BIDDER (or its agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, Certificates of Competency or other licenser

INSTRUCTIONS TO BIDDERS

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requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County or Village of Pinecrest Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the Village along with the Bid response. Failure to furnish these documents or to have required licenses will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

15. BIDDER shall furnish to the Village Manager, Certificate(s) of Insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Village, for those coverage types and amounts listed in Article 5 of the General Conditions, in an amount equal to 100% of the requirements and shall be presented to the Village prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Pinecrest shall be named as "additional insured" with respect to this coverage.
16. At the time of the Bid submission the BIDDER shall submit Certificates of Insurance, or evidence of insurability in the form of a letter from BIDDER'S insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the Village of Pinecrest as additional insured.
17. All insurance shall be issued by companies rated A:7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the Village Manager of cancellation, lapse or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the Village of Pinecrest. Such notification shall be in writing, and shall be submitted to the Village Manager thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.
18. Failure to fully and satisfactorily comply with the Village's insurance and bonding requirements set forth herein shall authorize the Village Manager to implement a rescission of the Bid Award without further Village Council action. The BIDDER hereby holds the Village harmless and agrees to indemnify Village and covenants not to sue the Village by virtue of such rescission.
19. Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify Village from any and all liability, loss or expense occasioned by any such violation.
20. Warranty/Guarantee: Successful BIDDER shall act as agent for the Village in the follow-up and compliance of all items under Warranty/Guarantee and complete all forms for Warranty/Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.
21. Samples: Samples of items, when required, must be furnished by the BIDDER free of charge to the Village. Each individual sample must be labeled with the BIDDER'S name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The Village will not be responsible for returning samples.
22. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the Village at once, indicating in its letter the specific regulation which required an alteration. The Village of Pinecrest reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village.
23. Assignment: The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Village Manager. Any award issued pursuant to the

INSTRUCTIONS TO BIDDERS

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Invitation to Bid and monies, which may be due here under are not assignable except with prior written approval of the Village Manager.

24. Award of Bids: The Village of Pinecrest reserves the right to award the bid to the lowest, most responsive, responsible BIDDER, as determined by the Village Council, subject to the right of the Village to reject any and all bids, to waive any irregularity in the bids or bidding procedure and subject also to the right of the Village to award bid and contract to BIDDERS other than the low BIDDER.
25. Evaluation of Bids: The Village, at its sole discretion, reserves the right to inspect any/all BIDDER'S facilities to determine its capability of meeting the requirements for the Contract. Also, price, responsibility and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
26. Identical (Tie Bids): Shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace. That is, in the event of an identical Tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the Village.
27. Hold Harmless: All BIDDERS shall hold the Village, its officials and employees harmless and covenant not to sue the Village, its officials and employees in reference to its decisions to reject, award, or not award a Bid, as applicable.
28. Cancellation: Failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.
29. Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the Village department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.
30. Non-conformance to Contract: The Village of Pinecrest may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at its own expense and redelivered at its expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village shall have the right to dispose of them as its own property. Rejection for non-conformance, or failure to meet delivery schedules may result in the Contract being found in default.
 - 30.1 Default Provision: In case of default by the BIDDER or CONTRACTOR, the Village of Pinecrest may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
 - 30.2 Indemnification: The CONTRACTOR shall indemnify, save harmless, and defend the Village of Pinecrest, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the VILLAGE including without limitation, awarding the Contract to the CONTRACTOR.

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- 30.3 Secondary/Other Vendors: The VILLAGE reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.
- 30.4 Plans for Construction: The successful BIDDER will be furnished four sets of Contract Documents without charge. Any additional copies required will be furnished to the BIDDER at reproduction cost.
31. Bonding Requirements: The BIDDER, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security.
32. Performance and Payment Bond: The Village of Pinecrest shall require the successful BIDDER to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the Base Bid Price, with the Village of Pinecrest as the obligee. The Performance Bond(s) and Payment Bond(s) are security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
33. Bid Guarantee: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the Village. The BIDDER who has the Contract awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the Village, and it is agreed that this sum is a fair estimate of the amount of damages the Village will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.
34. Pre-bid Conference Site Visits: It is mandatory that all BIDDERS attend a pre-bid conference if required, and tour all areas contained in the specifications. Bids will not be accepted from BIDDERS who did not attend the pre-bid conference. No pleas of ignorance by the BIDDER of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the Village of Pinecrest or the compensation of the BIDDER.
35. Time of Completion: The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. The time allowed for the completion of the work shall be as stated in the Bid Form and Notice to Proceed.
36. Subcontractors: Within five (5) calendar days after bid opening, the apparent lowest responsive and responsible BIDDER shall submit to the VILLAGE and the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the VILLAGE, will notify the CONTRACTOR in writing if either the VILLAGE or the CONSULTANT, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the VILLAGE or the CONSULTANT to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the VILLAGE or the CONSULTANT to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. If, prior to the Notice of Award, the VILLAGE or the CONSULTANT has reasonable objection to and refuses to

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accept any Subcontractor, person or organization listed, the apparent low BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in its bid price

BID FORM

HIBISCUS GALLERY FLOORING INSTALLATION Project No. 2020-011

THIS BID IS SUBMITTED TO:

Village of Pinecrest
Office of the Village Manager
12645 Pinecrest Parkway
Pinecrest, Florida 33156

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the Village of Pinecrest in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) BIDDER has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are, or will be required, by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to said Underground Facilities are, or will be required, by BIDDER in order to perform and furnish the Work at the Contract Price,

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within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given Consultant written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Consultant is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from Bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the VILLAGE.
4. BIDDER understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. As such, the Contractor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Bid Price of:

LUMP SUM BASE BID: _____ dollars
and _____ cents (\$ _____)

5. The ENTIRE WORK shall be completed, in full within **three (3) months** from the date stipulated in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as indicated in item #6 of the Agreement.

6. Communications concerning this Bid shall be addressed to:

BIDDER: _____
Contact Person: _____
Address: _____

Telephone: _____
Email Address: _____

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

BID FORM

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SUBMITTED THIS _____ DAY OF _____ 2020.

BID SUBMITTED BY:

Signature

Name

Title

Company

Telephone Number

Email

BID BOND

HIBISCUS GALLERY FLOORING INSTALLATION
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ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Surety Seal

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

BIDDER QUALIFICATION STATEMENT

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The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and Contractor selection.

1. Number of similar construction projects completed,

a) In the past 5 years _____

On Schedule _____

b) In the past 10 years _____

On Schedule _____

2. List the last three (3) completed similar Projects.

a) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

b) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

c) Project Name: _____

Owner Name: _____

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Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the bid.

- a) Contractor's home office organization chart.
- b) Contractor's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding by any public agency brought against the BIDDER in the last five (5) years.

BIDDER QUALIFICATION STATEMENT

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6. Governmental References:

List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

HIBISCUS GALLERY FLOORING INSTALLATION

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Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual’s name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

- 5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally known _____

OR Produced identification _____

(Type of identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions 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. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. 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' 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 of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) 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 the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S Signature: _____

Print Name: _____

Date: _____

**LIST OF PROPOSED SUBCONTRACTORS AND
PRINCIPAL SUPPLIERS**

HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Email

This list shall be provided to the Village of Pinecrest by the apparent lowest responsive and responsible bidder within five (5) calendar days after Bid Opening.

NOTICE OF AWARD

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

TO:

PROJECT DESCRIPTION: Hibiscus Gallery Flooring Installation at Pinecrest Gardens, Florida, in accordance with Contract Documents and Plans, the Village has considered the Bid submitted by you for the above described Work in response to its advertisement for Bid and Instructions to BIDDERS.

You are hereby notified that your Bid has been accepted for the Hibiscus Gallery Flooring Installation project, in the lump sum amount of: \$ _____.

You are required by the Instructions to BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said VILLAGE shall be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____ Dated this ____ day of _____, 2020.
Yocelyn Galiano, ICMA-CM
VILLAGE MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
this ____ day of _____, 2020.

BY: _____ TITLE: _____
(Signature)

You are required to return an acknowledged copy of this Notice of Award to the Village Manager.

AGREEMENT

HIBISCUS GALLERY FLOORING INSTALLATION Project No. 2020-011

THIS AGREEMENT, made and entered into on this ___day of _____, 2020, by and between _____, ("Contractor"), and the Village of Pinecrest, ("Village"):

WITNESETH:

The Contractor and the Village for the considerations hereinafter fully set out, hereby agree as follows:

1. That the Contractor shall furnish all the materials, and perform all of the Work in manner and form as provided by the Invitation to Bid, Instructions to Bidders, drawings, plans, specifications and other Bid Documents.
2. That the Contractor shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Village and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Village hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

Written Dollar Amount

Dollars (\$ _____), Lump Sum for the BASE BID.

4. That the Village shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during each calendar month by the Contractor, less the retention provided for in the General Conditions, which is to be withheld by the Village until completion of the project in accordance with this Agreement and until such Work has been accepted by the Village.
5. That upon submission by the Contractor of evidence satisfactory to the Village that all payrolls, materials bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within sixty (60) days after the completion by the Contractor of all Work covered by this Agreement and the acceptance of such Work by the Village.
6. That if the Contractor shall fail to complete the Work within the time limit stipulated on the Bid Form in #5, or any extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of Five Hundred and 00/100 Dollars (\$500.00) per day, plus any monies paid by the Village to its Consultant(s) for additional engineering and inspection services associated with such delay.
7. That if, at any time after the execution of this Agreement and the Surety Bond for faithful performance and payments by the Contractor, the Village shall deem the Surety or Sureties upon such Surety Bond to be unsatisfactory, or if, for any reason such Surety Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Village so to do, furnish an additional Surety Bond(s) in such form and amount and with such Surety or Sureties as shall be satisfactory to the Village. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work is furnished in manner and form satisfactory to the Village.
8. No additional Work or extras shall be done unless the same is duly authorized by appropriate action by the Village.

AGREEMENT

**HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011**

- 9. Contractor agrees and represents that it is registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees in accordance with Section 448.095, Florida Statutes. Contractor shall maintain and obtain an affidavit from all subcontractors for the duration of this Agreement that states the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. Upon written request by the Village, Contractor agrees to provide the Village with a copy of said subcontractor affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

Signature: _____
Name: _____
Title: _____

OWNER: VILLAGE OF PINECREST

Signature: _____
Yocelyn Galiano, ICMA-CM
Village Manager

AUTHENTICATION:

Signature: _____
Guido H. Inguanzo, Jr., CMC
Village Clerk

FORM OF PERFORMANCE BOND

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____
_____ as Principal, hereinafter called Contractor, and _____
_____, as Surety, are bound to the Village of Pinecrest, as Obligee,
hereinafter called Village in the amount of _____
Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract, for the
HIBISCUS GALLERY FLOORING INSTALLATION project, awarded the _____ day of
_____, 2020, with the Village, in accordance with the specifications, which Contract is
by reference made a part hereof and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that the Contractor and Surety, jointly and severally, bind
themselves, their heirs, executors, administrators, and successors, and assigns to the Owner for the
performance of the Construction Contract which is incorporated herein by reference. If the Contractor:

1. Fully performs the Contract between the Contractor and the Village for the HIBISCUS
GALLERY FLOORING INSTALLATION project for the BASE BID within three (3) months from
Contract commencement as specified in the Notice to Proceed and in the manner prescribed in
the Contract.
2. Indemnifies and pays Village all losses, damages (specifically including, but not limited to,
damages for delay and other consequential damages caused by or arising out of the acts,
omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's
fees incurred in appellate proceedings, that Village sustains because of default by Contractor
under the Contract; and
3. Upon notification by the Village, correct any and all defective or faulty Work or materials which
appear within twelve (12) months of final acceptance by the Village, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time
specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by the Village to be, in default under the Contract,
the Village having performed obligations there under, the Surety may promptly remedy the
default, or shall promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the best, lowest, qualified, responsible
and responsive BIDDER, or, if the Village elects, upon determination by the Village, and
Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange
for a Contract between such BIDDER and Village, and make available as Work progress
(even though there should be a default or a succession of defaults under the Contract or
Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the Contract Price; but not exceeding, including other
costs and damages for which the Surety may be liable hereunder, the amount set forth in
the first paragraph hereof.

FORM OF PERFORMANCE BOND

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Village named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any informalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-fact Signature

(Business Address)

(City/State/Zip)

(Business Phone)

*Power of Attorney must be attached.

FORM OF PERFORMANCE BOND

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 2020, before me, the undersigned notary public of the State of Florida, the foregoing instrument was acknowledged by _____ (Name of Corporate Officer), _____ (Title), of _____ (Name of Corporation), a _____ (State of Corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

CERTIFICATE AS TO CORPORATE PRINCIPAL

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

FORM OF PAYMENT BOND

HIBISCUS GALLERY FLOORING INSTALLATION Project No. 2020-011

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____
_____ as Principal, hereinafter called Contractor, and _____
_____, as Surety, are bound to the Village of Pinecrest, as Obligee,
hereinafter called Village in the amount of _____
Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract, for the
HIBISCUS GALLERY FLOORING INSTALLATION project, awarded the _____ day of
_____, 2020, with the Village, in accordance with the specifications, which Contract is
by reference made a part hereof and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that the Contractor and Surety, jointly and severally, bind
themselves, their heirs, executors, administrators, and successors, and assigns to the Owner to pay for
labor, materials and equipment furnished for use in the performance of the Construction Contract, which
is incorporated herein by reference, subject to the following terms:

1. The Contractor promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 1.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 1.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 1.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
 - 1.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any informalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

FORM OF PAYMENT BOND

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-fact Signature

(Business Address)

(City/State/Zip)

(Business Phone)

*Power of Attorney must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

**ACKNOWLEDGEMENT OF CONFORMANCE
WITH OSHA STANDARDS**

HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011

TO THE VILLAGE OF PINECREST

We, _____ (Name of Contractor), hereby acknowledge and agree that as Contractors for the Hibiscus Gallery Improvements project, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Pinecrest, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

CONTRACTOR

Signature

Witness

BY: _____
Name

Title

NOTICE TO PROCEED

HIBISCUS GALLERY FLOORING INSTALLATION
Project No. 2020-011

TO:

DATE:

PROJECT DESCRIPTION: Hibiscus Gallery Flooring Installation at Pinecrest Gardens, Florida, the Village has considered the Bid submitted by you for the above described Work in response to its advertisement for Bid and Instructions to BIDDERS.

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____. You are to complete the work for the BASE BID within **three (3) months**.

The date of completion of all Work is therefore _____.

Village of Pinecrest

BY: _____
Yocelyn Galiano, ICMA-CM
Village Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____.

this the _____ day of _____, 2020.

BY: _____
(Signature)

TITLE: _____

You are required to return an acknowledged copy of this Notice to Proceed to the Village Manager.

GENERAL CONDITIONS

HIBISCUS GALLERY FLOORING INSTALLATION Project No. 2020-011

ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the Village of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the VILLAGE and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening date which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or correction.

Application for Payment: The form furnished by the CONSULTANT/VILLAGE which is to be used by the CONTRACTOR in requesting progress payments.

Bid: the offer or proposal of the BIDDER submitted on the prescribed forms setting forth the prices for the Work to be performed and other information required by the Contract Documents.

Bid Opening: The act of opening the Bids or, assuming that Bids are opened on the same day that the Bids are due to be submitted, the date the Bids are due to be submitted and opened.

BIDDER: Any person, firm or corporation timely submitting a Bid for Work.

Bonds: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the Village authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: Contract Documents shall include: Invitation to Bid, Instructions to Bidders, the Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Village of Pinecrest.

Contract Price: The total amount of money payable to the CONTRACTOR under the Agreement for satisfactory performance of the Agreement.

Contract Time: The number of calendar days stated in the Notice to Proceed for the completion of the Work.

Contracting Officer: The Village Manager or his/her designee.

CONTRACTOR: The person, firm or corporation with whom the VILLAGE has executed the Agreement.

CONSULTANT: The person, firm or corporation with whom the VILLAGE has contracted to assist the Village in the prosecution of the Project – typically an architect or an engineer, but may include a Program or Construction Manager. See Supplementary Conditions for identification.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

GENERAL CONDITIONS

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

Drawings: Plan and diagrams which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with Article 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CONSULTANT/ VILLAGE in accordance with Article 9.3 or (d) a written order for minor change or alteration in the Work issued by the CONSULTANT/ VILLAGE pursuant to Article 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by VILLAGE to the apparent successful BIDDER stating that upon compliance with the conditions precedent to execution of an Agreement that must be fulfilled by the successful BIDDER within the time specified. VILLAGE will execute and deliver the Agreement to the successful BIDDER, which shall then become the CONTRACTOR.

Notice to Proceed: A written notice given by VILLAGE to CONTRACTOR (with copy to CONSULTANT) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform its obligations and complete the project pursuant to the Contract Documents.

Project: The entire construction Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the CONSULTANT/ VILLAGE assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the VILLAGE as his representative. The CONTRACTOR shall be notified in writing by the VILLAGE of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work and performs labor at the site.

Substantial Completion: The date as certified by the CONSULTANT/VILLAGE when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.9.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR's complete and satisfactory performance of the Work and the CONTRACTOR's full and complete payment of all Subcontractors, Suppliers and laborers.

GENERAL CONDITIONS

HIBISCUS GALLERY FLOORING INSTALLATION

Project No. 2020-011

VILLAGE: Village of Pinecrest, 12645 Pinecrest Parkway, Pinecrest, Florida 33156.

Work: Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to comply with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the VILLAGE under this Contract shall be delivered to the VILLAGE.

ARTICLE 2 – PRELIMINARY MATTERS

Execution of Agreement and Delivery of Required Documents:

- 2.1 At least two (2) counterparts of the Agreement signed by the CONTRACTOR, the certified copy of the recorded Performance and Payment Bonds, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the VILLAGE within ten (10) calendar days of receipt of the Notice of Award.

Bid Security/Performance and Payment Bond:

- 2.2 The Bid Security shall remain in force until the Agreement is executed by all parties, acceptable Certificates of Insurance are submitted, the Performance and Payment Bonds are recorded, and certified copies of the Performance and Payment Bonds are delivered to the VILLAGE. The Bid Security shall then be void.
- 2.3 Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall record in the Public Records of Miami-Dade County a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond forms included in the Invitation to Bid. Two (2) certified copies of the recorded bonds shall be provided to the Village.
 - 2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to VILLAGE the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractor employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Articles 2.3.2, 2.3.3, and 2.3.4.
 - 2.3.2 Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for a least five (5) years.
 - 2.3.3 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
 - 2.3.4 The VILLAGE will accept a surety bond from a company with a rating B+ or better.
 - 2.3.5 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in Article 2.1 shall be cause for the VILLAGE to annul the Notice of Award and declare the otherwise awarded Bid rejected and any security therefore forfeited.

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Contractor's Pre-Commencement Representations:

- 2.4 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinance, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigations, reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work in the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents. CONTRACTOR also represents that:
- 2.4.1 It has studied all surveys and investigations, reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work in the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.
 - 2.4.2 The Contract Price is essential to the Village's budget management and is full and complete compensation for the Work described in the Contract Documents. To be provided by the CONTRACTOR.
 - 2.4.3 In the event of a payment dispute during the course of construction, the CONTRACTOR, except as otherwise provided herein, shall not cease performance while the dispute is being reasonably resolved in accordance with the terms herein.
 - 2.4.4 It is qualified to do business in the jurisdiction of the Project and has and will maintain all required licenses, certifications and qualifications for the duration of the Project.
 - 2.4.5 It is skilled and experienced with constructing projects of the size, nature and complexity as the Project.
 - 2.4.6 It is financially solvent and able to pay its debts as they mature and has sufficient working capital and other resources to complete the obligations of the Contract Documents.

Commencement of Contract Time:

- 2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed.

Commencing the Project:

- 2.6 CONTRACTOR shall commence performance of its obligations under the Contract Documents on the date the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the VILLAGE.

Before Commencing Construction:

- 2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. It shall at once report in writing to CONSULTANT/ VILLAGE any conflict, error, or discrepancy which it may discover; however, it shall not be liable to VILLAGE or CONSULTANT for its failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

Schedule of Completion:

- 2.8 Within five (5) days after delivery of the Notice to Proceed by VILLAGE to CONTRACTOR, CONTRACTOR shall submit to CONSULTANT/ VILLAGE for approval, a CPM-type progress

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schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. The schedule shall be in sufficient detail for the CONSULTANT and the VILLAGE to understand how the Project will be constructed and to monitor and enforce time of progress. The CONSULTANT/ VILLAGE shall approve this schedule or require revisions thereto within seven (7) days of its submittal. If there is more than one CONTRACTOR involved in the Project, the responsibility for coordinating the Work of all CONTRACTORS shall be provided in the Special Conditions and Contract Documents.

- 2.9 Within five (5) days after delivery of the executed Agreement by VILLAGE to CONTRACTOR, but before commencing the Work at the site, a pre-construction conference shall be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the VILLAGE'S representative, CONSULTANT, Resident Project Representatives, CONTRACTOR and its Superintendent.

Periodic Progress Meetings:

- 2.10 Periodic Project Progress Meetings shall occur weekly bi-weekly monthly during the Contract Time.
- 2.10.1 The Progress Meetings shall include representatives from the Village, the CONSULTANT and the CONTRACTOR and may include representatives from Subcontractors, agencies having jurisdiction, manufacturers or other related entities as may be desired for specific phases of the construction process.
- 2.10.2 Dates of the Progress Meetings shall be determined by mutual agreement of the VILLAGE, the CONSULTANT and the CONTRACTOR.
- 2.10.3 For each Progress Meeting, the CONTRACTOR shall provide a narrative report detailing progress-to-date from the previous Progress Meeting, an update of action items from previous Progress Meetings, an updated construction schedule and a narrative explaining any issues, difficulties or information needs that have arisen during the reporting period.

ARTICLE 3—CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the VILLAGE and the CONTRACTOR. They may be altered only by a modification.
- 3.2 The Contract Documents are complementary to each other; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the CONSULTANT'S/ VILLAGE'S attention in writing at once and before proceeding with the Work affected thereby. In case of conflict, error or discrepancy between or among Contract Documents, the more stringent interpretation and requirement shall apply.
- 3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- 3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure of plan, providing the indicated functions, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards,

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including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CONSULTANT before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this Contract rain proof, and for making equipment and utility installations properly perform the specified function.

If it is prevented from so doing by any limitations of the Drawings or Specifications, the CONTRACTOR shall immediately notify the CONSULTANT/ VILLAGE in writing of such limitations before proceeding with construction in the area where the problem limitation exists.

3.7 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, Florida Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the Bid Opening.

3.8 Brand names where used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use capable of performing the same function, in the opinion of the CONSULTANT, as the material or product so specified. Proposed equivalent items must be approved by CONSULTANT before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand specified).

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1 The VILLAGE will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the VILLAGE, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR.

The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

4.2 The VILLAGE will, upon request, furnish to the BIDDERS, copies of all available boundary surveys and subsurface tests at no cost.

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Subsurface Conditions:

- 4.3 The CONTRACTOR acknowledges that it has investigated prior to bidding and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the VILLAGE/CONSULTANT on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing Work. The VILLAGE assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the VILLAGE/CONSULTANT.

Differing Site Conditions:

- 4.4 The CONTRACTOR shall within forty eight (48) hours of its discovery, and before such conditions are disturbed, notify the VILLAGE in writing, of:
- 4.4.1 Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
 - 4.4.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The VILLAGE shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing accordingly.
- 4.5 No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in Article 4.4 above; provided, however, the time prescribed therefore may be extended by the VILLAGE.
- 4.6 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - INSURANCE

Contractor's Liability Insurance:

- 5.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by VILLAGE (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:
- 5.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(cies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

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- 5.1.2 Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 5.1.2 (a) Premises and Operation
 - 5.1.2 (b) Independent Contractors
 - 5.1.2 (c) Products and/or Completed Operations Hazard
 - 5.1.2 (d) Explosion, Collapse and Underground Hazard Coverage
 - 5.1.2 (e) Broad Form Property Damage
 - 5.1.2(f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 5.1.2(g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus a One Million Dollar (\$1,000,000.00) umbrella per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 5.1.3 (a) Owned Vehicles.
 - 5.1.3 (b) Hired and Non-Owned Vehicles
 - 5.1.3 (c) Employers' Non-Ownership
- 5.2 Before commencing the Work, the CONTRACTOR will file with the VILLAGE and CONSULTANT certificates of such insurance, acceptable to the VILLAGE; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the VILLAGE and CONSULTANT by certified mail. The VILLAGE shall be named as an additional insured on the above-referenced policies.
- 5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is subcontracted, it will require the Subcontractor(s) to carry the same type and coverage amounts of insurance as required for the CONTRACTOR, and that it will require the Subcontractor(s) to provide insurance certificates similar to those required by the VILLAGE in Article 5.1 above.

Fire and Extended Coverage Insurance (Builders' Risk):

- 5.4 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the VILLAGE, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property.

The policy shall be in the name of the VILLAGE and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.

- 5.5 The CONTRACTOR shall provide the VILLAGE with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the VILLAGE

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advance notice by registered mail. Insurance shall remain in effect until final acceptance of the buildings and structures by the Village.

Cancellation and Re-Insurance:

- 5.6 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.
- 5.7 All deductibles or self-insured retentions must be declared by the CONTRACTOR and must be approved by the VILLAGE. At the option of the VILLAGE, either the CONTRACTOR shall eliminate or reduce such deductible or self-insured retention or the CONTRACTOR shall procure a Bond, in a form satisfactory to the VILLAGE covering the same.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

- 6.1 The CONTRACTOR will supervise and direct the Work. It will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The CONTRACTOR's supervisor or superintendent shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor or superintendent shall be as binding as if given to the CONTRACTOR. The supervisor or superintendent shall be present at the Project site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the supervisor or superintendent shall be mailed to the CONTRACTOR'S home office).
- 6.1.1 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and any VILLAGE Representative at all reasonable times and shall be delivered to the VILLAGE upon completion of the Project.

Labor, Materials and Equipment:

- 6.2 The CONTRACTOR will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. It will at all times maintain good discipline and order at the site.
- 6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 6.4 All materials and equipment incorporated in the Work shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.

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- 6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

- 6.6 Materials, equipment and products incorporated into the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT a list of proposed materials, equipment or products, together with such samples as may be necessary for them to determine their acceptability and obtain their approval, within ninety (90) calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the CONSULTANT.
- 6.6.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the CONSULTANT, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or the Contract Time.
- 6.6.2 No substitute shall be ordered or installed without the written approval of the CONSULTANT who shall be the judge of quality.
- 6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of Contract Time.
- 6.6.4 Should any Work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any Work disarranged by such alterations, at any time before completion and acceptance of the Project. All such Work shall be done at the expense of the CONTRACTOR.
- 6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that it has good title to all materials and supplies used by them in the Work.

Concerning Subcontractors:

- 6.7 The CONTRACTOR shall not employ any Subcontractor, against whom the VILLAGE or the CONSULTANT may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the VILLAGE and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so.
- 6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE or CONSULTANT

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to pay or to see to payment of any persons due Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.
- 6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.
- 6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate written agreement between the CONTRACTOR and the Subcontractor.
- 6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors material and men engaged upon their Work.
 - 6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract Documents.
 - 6.12.2 The VILLAGE or CONSULTANT will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.
 - 6.12.3 If in the opinion of the CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CONSULTANT in writing.

Intellectual Property Fees and Royalties:

- 6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. It will indemnify and hold harmless the VILLAGE and the CONSULTANT and anyone directly or indirectly employed by either of them from against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after the completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties materials, appliances, articles or systems prior to bidding. However, it shall not be responsible for such determination on systems which do not involve purchase by the CONTRACTOR of materials, appliances and articles.

Permits:

- 6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid.

When such charges are normally made by the VILLAGE and when so stated in the Special Conditions, there will be no charges to the CONTRACTOR. The VILLAGE shall assist the

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CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Electrical Power and Lighting:

6.16 Electrical power required during construction shall be provided by the CONTRACTOR as it requires. This service shall be installed by a qualified, licensed electrical Contractor approved by the CONSULTANT. Lighting shall be provided by the CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the CONTRACTOR.

Laws and Regulations:

6.17 The CONTRACTOR shall comply with all notices, laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, it will give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, it will bear all costs arising there from; however, it shall not be its primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.18 Cost of all applicable sales, consumer, use, and other taxes for which the CONTRACTOR is liable under the Contract shall have been included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees and other persons who may be affected thereby,

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the VILLAGE.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CONSULTANT or VILLAGE, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. It will give the CONSULTANT prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond his control entitles it

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to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings and Samples:

- 6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the CONSULTANT for review, in accordance with the accepted schedule of shop drawing submissions six (6) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR, signed and sealed by the CONTRACTOR's engineer, as required, and identified as the CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.
- 6.23 The CONTRACTOR will also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents.
- All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 6.24 At the time of each submission, the CONTRACTOR will in writing call the CONSULTANT'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 6.25 The CONSULTANT will review and either accept or reject, within ten (10) calendar days of receipt, Shop Drawings and Samples, with written comments, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the items functions. The CONTRACTOR shall make any corrections required by the CONSULTANT and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute representation to the VILLAGE and the CONSULTANT that the CONTRACTOR has either determined and/or verified all quantities, dimension, field construction criteria, materials, catalog numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing to sample with the requirements of the Work and the Contract Documents.
- 6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.
- 6.27 The CONSULTANT'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CONSULTANT'S attention to each deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

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Cleaning Up:

- 6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the VILLAGE, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the VILLAGE is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.
- 6.29 If the CONTRACTOR does not clean the Work site, the VILLAGE may remove the rubbish and charge the cost to the CONTRACTOR.

Public Convenience and Safety:

- 6.30 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies and in particular, the Pinecrest Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

- 6.31 The CONTRACTOR shall provide on-site office, and necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. They shall commit no public nuisance. Temporary field office and sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

- 6.32 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, which sum is included in the Contract Price, the CONTRACTOR shall indemnify and save harmless the VILLAGE and CONSULTANT, their officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; including the warranty period, or by or in consequence of any negligence (excluding negligence of VILLAGE and CONSULTANT), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or its Subcontractor, agents, servants or employees. The CONTRACTOR shall indemnify and hold harmless the VILLAGE and the CONSULTANT and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

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- 6.33 In the event that any action or proceeding is brought against VILLAGE or CONSULTANT by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE shall defend such action or proceeding by counsel satisfactory to VILLAGE. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at VILLAGE'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against VILLAGE or CONSULTANT, excluding only those which allege that the injuries arose out of the sole negligence of VILLAGE or CONSULTANT, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.
- 6.34 The obligations of the CONTRACTOR under Article 6.33 shall not extend to the liability of the CONSULTANT, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CONSULTANT, its agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

Responsibility for Connection to Existing Work:

- 6.35 It shall be the responsibility of the CONTRACTOR to connect its Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.
- 6.36 Excavations, grading, fill, storm drainage, paving and any other construction or installations in rights-of-ways of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface, etc., shall be done in accordance with requirements of the Special Conditions. The VILLAGE will be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT/VILLAGE certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.
- 6.36.1 The VILLAGE will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.
- 6.36.2 The CONSULTANT shall be responsible, if required, for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

- 6.37 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such facilities may be properly shored, supported and protected, or the CONTRACTOR may relocate them if it desires, subject to the approval of the agency owning the facility. The CONTRACTOR shall give all proper notices, shall comply with the requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

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- 6.37.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time. These delays shall not entitle the CONTRACTOR to additional compensation or damages from the Village.
- 6.37.2 The CONTRACTOR shall have made itself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment use in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of their ignorance thereof.

Use Premises:

- 6.38 CONTRACTOR shall confine its apparatus, storage of materials, and operations of its workmen to the limits indicated by law, ordinances, permits and directions of CONSULTANT and VILLAGE, and shall not unnecessarily encumber any part of the site.
- 6.38.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall it subject any part of the work to stresses or pressures that will endanger it.
- 6.38.2 CONTRACTOR shall enforce CONSULTANT'S and VILLAGE'S instructions in connection with signs, advertisements, fires and smoking.
- 6.38.3 CONTRACTOR shall arrange and cooperate with VILLAGE in routing and parking of automobiles of its employees, subcontractors and other personnel, and in routine material delivery trucks and other vehicles to the Project site.
- 6.38.4 The CONTRACTOR shall furnish, install and maintain adequate construction office facilities for all workers employed by it or by its Subcontractors. Temporary offices shall be provided and located where directed and approved by the CONSULTANT/VILLAGE. All such facilities shall be furnished in strict accordance with existing governing regulations. Field offices shall include telephone facilities.
- 6.38.5 The Village will designate specific areas on the site for storage, parking, etc. and the job site shall be fenced to protect the job site and the general public.

Protection of Existing Property Improvements:

- 6.39 Any existing surface or subsurface improvements, such as pavements curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored at the expense of the CONTRACTOR to a condition equal to that existing at the time of award of Contract.

ARTICLE 7 – WORK BY OTHERS

- 7.1 The VILLAGE may perform additional work related to the Project or may enter into other direct contracts therefore which shall contain General Conditions similar to these.

The CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or the VILLAGE, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the related work, and shall properly connect and coordinate its Work with theirs.

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- 7.2 If any part of the CONTRACTOR'S Work depends upon proper execution or results of the work of any other contractor (or the VILLAGE), the CONTRACTOR shall promptly report to the CONSULTANT in writing any defects or deficiencies in such work that render it unsuitable for such proper execution or results.
- 7.3 The CONTRACTOR will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CONSULTANT and of the other CONTRACTORS whose work will be affected.
- 7.4 If the performance of additional work by other contractors or the VILLAGE is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the VILLAGE or others involves in additional expense or entitles them to an extension of the Contract Time, it may make a claim therefore as provided in Articles 11 and 12.
- 7.5 Where practicable, the CONTRACTOR shall build around the work of other separate CONTRACTORS or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate CONTRACTORS as directed by them. Where such chases, slots, etc., are impracticable, the Work shall require specific approval of the CONSULTANT.
- 7.6 Necessary chases, slots, and holes not built or left by the CONTRACTOR shall be cut by the VILLAGE or separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of their Work where cut by other CONTRACTORS at the expense of such other contractor.
- 7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate its operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.
- 7.8 Each contractor shall keep itself informed of the progress of the Work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with its operations, the CONTRACTOR shall notify the CONSULTANT/VILLAGE immediately. Lack of such notice to the CONSULTANT/VILLAGE will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of its own Work.
- 7.9 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8 – VILLAGE'S RESPONSIBILITIES

- 8.1 The VILLAGE will issue all communications to the CONTRACTOR with copies to CONSULTANT as applicable.
- 8.2 In cases of termination of employment of the CONSULTANT, the VILLAGE will appoint a CONSULTANT, whose status under the Contract Documents shall be that of the former CONSULTANT.
- 8.3 The VILLAGE will furnish the data required of them under the Contract Documents promptly.

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- 8.4 The VILLAGE shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 – CONSULTANTS' STATUS DURING CONSTRUCTION

Village's Representative:

- 9.1 The CONSULTANT shall be the VILLAGE'S representative to the CONTRACTOR during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as the VILLAGE'S representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the VILLAGE and the CONSULTANT.
- 9.1.1 The CONSULTANT'S decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.
- 9.1.2 Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the VILLAGE and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof, will be decided in a court of competent jurisdiction within the State of Florida.

Visits to Site:

- 9.2 The CONSULTANT/ VILLAGE shall provide an inspector to make periodic visits to the site at each phase of construction to observe the progress and quality of the executed Work and to determine, if the Work is proceeding in accordance with the Contract Documents. The inspector's efforts will be directed toward providing assurance for the VILLAGE that the completed Project will conform to the requirements of the Contract Documents. On the basis of these on site-observations as an experienced and qualified design professional, the inspector will keep the VILLAGE informed of the progress of the Work and will guard the VILLAGE against defects and deficiencies in the Work of the CONTRACTOR.

Clarifications and Interpretations:

- 9.3 The CONSULTANT shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price or extension of Contract Time, it may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

- 9.4 All Work completed under the Contract will be measured by the CONSULTANT/VILLAGE according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

- 9.5 The CONSULTANT/ VILLAGE shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or

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defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance). The CONSULTANT/VILLAGE shall also have authority to require special inspection or testing of the Work as provided in the Special Conditions whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

- 9.6 In connection with the CONSULTANT'S responsibility as to Shop Drawings and samples, see Articles 6.22 through 6.27, inclusive.
- 9.7 In connection with the CONSULTANT'S responsibility for Change Orders, see Articles 10, 11, and 12.
- 9.8 In connection with the CONSULTANT'S responsibilities in respect of Application of Payment, etc., see Article 14.

Resident Project Representative:

- 9.9 The CONSULTANT/ VILLAGE shall provide construction observation sufficient to confirm to the VILLAGE and all applicable regulatory agencies that construction is in compliance with the Construction Drawings and the Contract Specifications.

Decisions on Disagreements:

- 9.10 The CONSULTANT shall be the interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

- 9.11 The CONSULTANT will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.
- 9.12 The CONSULTANT will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates its agreement therewith.
- 10.2 The CONSULTANT may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by a Field Order entitles it to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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- 10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 6.21 and except as provided in Article 10.2.
- 10.4 The VILLAGE will execute appropriate Change Orders prepared by the CONSULTANT covering changes in the Work, to be performed as provided in Article 4.4, and Work performed in an emergency as provided in Article 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by the CONSULTANT and approved by the VILLAGE.
- 10.5 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the VILLAGE.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.
- 11.2 The VILLAGE may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
- 11.2.1 In the specifications (including drawings and designs);
 - 11.2.2 In the method or manner of performance of the Work.
 - 11.2.3 In the VILLAGE-furnished facilities, equipment, materials, services, or site; or
 - 11.2.4 Directing acceleration in the performance of the Work.
- 11.3 Except as herein provided, no order, statement, or conduct of the VILLAGE shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.
- 11.4 If any Change Order under this clause causes a justifiable increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly. Change Orders may be authorized by the Village Manager, without approval of the Village Council, if total amount of the project, including the Change Order does not exceed the project budgeted amount.
- 11.5 If the CONTRACTOR intends to assert a claim for an equitable adjustment under Article 4.4 Differing Site Conditions, 6.21 Emergencies, and 10 Changes in the Work, it shall, within ten (10) calendar days after a triggering event, submit to the VILLAGE and CONSULTANT a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.
- 11.6 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with Article 11.5 or if asserted after Final Payment under this Contract.
- 11.7 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.7.1 By negotiated lump sum.

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- 11.7.2 On the basis of the Cost of the Work ("Time and Material" or "Force Account"), determined as provided for in Article 11.8, plus a mutually agreed upon CONTRACTOR'S fee, Article 11.10, to cover overhead and profit.
- 11.8 The term Cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by VILLAGE, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Article 11.9.
- 11.8.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by VILLAGE and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.
- 11.8.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless VILLAGE deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the VILLAGE. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.
- 11.8.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to the CONTRACTOR and shall deliver such bids to VILLAGE who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work, the cost of the Work shall be determined in accordance with this Article 11.8.
- 11.8.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by VILLAGE with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 11.8.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- 11.8.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 11.8.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.8.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 11.8.9 Cost of premiums for additional Bonds and insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.
- 11.9 The term Cost of the Work shall NOT include any of the following:
- 11.9.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel

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- employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work.
- 11.9.2 Expenses of CONTRACTOR'S principal and branch offices other than its office at the site.
- 11.9.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 11.9.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Article 11.8.9).
- 11.9.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.9.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 11.8.
- 11.10 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for its overhead and profit shall be fifteen percent (15%) of the cost of the work.
- 11.11 The amount of credit to be allowed by CONTRACTOR to VILLAGE for any such change which results in a net decrease in cost, will be the amount of the actual net decrease in the cost of work plus the overhead and profit. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 11.12 Whenever Cost of the Work is to be determined pursuant to Articles 11.4 and 11.5, CONTRACTOR will submit in form prescribed by CONSULTANT an itemized cost breakdown together with supporting data.

ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME

- 12.1 The date of commencement and the time for completion of the Work are essential conditions of the Contract Documents and the Work shall be commenced on the date specified in the Notice to Proceed.
- 12.2 The CONTRACTOR shall proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the VILLAGE that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 12.3 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the VILLAGE, then the CONTRACTOR shall pay to the VILLAGE the amount for liquidated damages as specified in the Agreement, Article 6, for each calendar day that the CONTRACTOR shall be default after the time stipulated in the Contract Documents.
- 12.3.1 These amounts are not penalties but are liquidated damages to VILLAGE for its inability to obtain full use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

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The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

- 12.3.2 VILLAGE is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract.
- 12.3.3 CONTRACTOR shall be responsible for reimbursing VILLAGE, in addition to liquidated damages, for all extra costs incurred by VILLAGE for the CONSULTANT'S fees in administering the construction of the Project due to the failure of the CONTRACTOR to comply with the Contract Documents, or for additional CONSULTANT's time beyond an approved extension of time granted to CONTRACTOR. Such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of a unilateral Change Order issued by the VILLAGE.
- 12.4 The Contract Time may only be changed by a Change Order. Any claim for an extension in the CONTRACT TIME shall be based on written notice delivered to the VILLAGE and CONSULTANT within five (5) days of the beginning of an event giving rise to a potential claim and stating the general nature of the prospective claim including supporting data. Promptly after the conclusion of a delaying event, but no event longer than fourteen (14) days, the CONTRACTOR shall submit its claim for an extension of the CONTRACT TIME, complete with a Time Impact Analysis (TIA) whereby the delay duration is applied to the appropriate impacted activities in the schedule logic, which thereby adversely impacts the schedule's critical path and exhibits a delay of the Completion Date if the Project. All claims for adjustment in the Contract Time shall be evaluated and recommended by the CONSULTANT, with final approval by the VILLAGE.
- 12.5 During the course of any delaying event or activity, regardless of fault or cause, the CONTRACTOR has a duty to mitigate the adverse effects of such a delay by re-sequencing activities, working around the event, accelerating work, increasing resources, or other means.
- 12.6 All time limits stated in the Contract Documents are of the essence of the Agreement.
- 12.7 No claim for delay shall be allowed because of CONSULTANT's failure to furnish Drawings until fourteen (14) days after demand to the CONSULTANT for such Drawings and not then unless such claim is reasonable.
- 12.8 Extensions to the Contract Time for delays caused by the effects of excessive or unusual inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 12.4. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of Work identified on the accepted schedule or updates resulting in:
- 12.8.1 CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates due to adverse weather conditions; or
- 12.8.2 CONTRACTOR must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates.

No Damages for Delay:

- 12.9 No claim for damages or any claim, other than for an extension of time as provided for in Article 12.4 shall be made or asserted against VILLAGE by reason of any delays. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages,

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including but not limited to, costs of acceleration or inefficiency, overhead or lost profits, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

ARTICLE 13 - GUARANTEE

- 13.1 The CONTRACTOR shall guarantee and unconditionally warranty through either the manufacturer or the CONTRACTOR directly, all materials and equipment furnished and Work performed for a period of twelve (12) months from the date of Final Acceptance as indicated in the CONSULTANT'S Letter of Recommendation of Acceptance. The VILLAGE will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly correct such defective or non-conforming Work, the VILLAGE may cause the defective Work to be removed or corrected at the CONTRACTOR'S expense, and the VILLAGE may charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 13.2 The specific warranty periods listed in the Contract Documents, if different from the period of time listed in Article 13.1 shall be applicable.

ARTICLE 14 - PAYMENTS AND COMPLETION

Payments to Contractor:

- 14.1 On or before the date each progress payment request falls due for submittal (but not more often than once a month), the CONTRACTOR shall submit to the CONSULTANT an Application for Payment filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the Application for Payment and supported by such data as the VILLAGE may reasonably require. The Application for Payment shall be accompanied by partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time from the commencement of Work up to the date of the previous progress payment, releasing such lien rights those persons, firms or corporations may have for that period.

If payment is being requested for materials and equipment not incorporated in the Work but delivered and suitably stored at the job site or another location approved by the VILLAGE, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the VILLAGE, that establishes the VILLAGE'S title to the material and equipment and protect their interest therein, including applicable insurance. The CONTRACTOR shall replace at its expense any stored materials paid for which are either damaged or stolen before installation. The CONSULTANT will within ten (10) days after receipt of each Application for Payment, either indicate in writing its recommendation for payment and present the Application for Payment to the VILLAGE for payment to the CONTRACTOR, or return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for not recommending payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment. The VILLAGE, will within thirty (30) days of presentation to it by the CONSULTANT of a recommended Application for Payment, pay the CONTRACTOR a progress payment on the basis of the CONSULTANT's recommendation. The VILLAGE shall retain ten (10%) percent of the amount of each progress payment until Final Completion and Acceptance of all Work covered by the Contract Documents. Any interest earned on the retention shall accrue to the benefit of the VILLAGE.

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- 14.2 The VILLAGE shall have the right to demand and receive from the CONTRACTOR, before it shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work.

Contractor's Warranty of Title:

- 14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for Payment whether incorporated in the Project or not, will have passed to the VILLAGE prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payment:

- 14.4 The CONSULTANT'S recommendation for any payment requested in an Application for Payment shall constitute a representation by the CONSULTANT to the VILLAGE, based on the CONSULTANT'S on site observations of the Work in progress as an experienced and qualified design or construction management professional and on its review of the Application for Payment and supporting data, that the Work has progressed to the point indicated; that, to the best its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its recommendation); and that the CONTRACTOR is entitled to payment of the amount recommended. However, by recommending, any such payment the CONSULTANT shall not thereby be deemed to have represented that it made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences and procedures of construction or that it had made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the VILLAGE free and clear of any liens.

- 14.5 The CONTRACTOR shall make the following certification on each Application for Payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first tier Subcontractors and suppliers except as listed below".

- 14.6 The CONSULTANT may decline to recommend the whole or any part of any payment if, in its opinion, it is unable to make such representations to the VILLAGE. It may also refuse to recommend any payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect the VILLAGE from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is requested cannot be verified,

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- 14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,
 - 14.6.4 The Contract Price has been reduced because of modifications,
 - 14.6.5 The VILLAGE has been required to correct defective Work or complete the Work in accordance with Article 13.
 - 14.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by Articles 6.29 and 6.30,
 - 14.6.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,
 - 14.6.8 Of liquidated damages payable by the CONTRACTOR, or
 - 14.6.9 Of any other violation of, or failure to comply with provisions of the Contract Documents.
- 14.7 Prior to Final Acceptance the VILLAGE, with the approval of the CONSULTANT and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 14.8 The VILLAGE shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may have been caused by agents or employees of the VILLAGE.
- 14.9 Upon completion and Acceptance of the Work, the CONSULTANT shall issue a Certificate attached to the Final Application for Payment that the Work has been accepted by it under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including retained amounts, but except such sums as may be lawfully retained by the VILLAGE, shall be paid to the CONTRACTOR within thirty (30) days of completion and Acceptance of the Work.

Acceptance of Final Payment as Release:

- 14.10 The Acceptance by the CONTRACTOR of Final Payment shall be and shall operate as a release to the VILLAGE and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the VILLAGE and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

- 15.1 The VILLAGE may, at anytime and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR and the CONSULTANT. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if it makes a claim therefore as provided in Articles 11 and 12.
- 15.2 No Work shall be performed during a suspension of Work for reason of severe weather conditions, except by permission of the VILLAGE when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the VILLAGE, shall suspend all Work until instructed to resume operations by the VILLAGE and the Contract Time pursuant to Article 12.7 shall be extended to cover the duration of the suspension order. In cases of anticipated severe weather conditions, the CONTRACTOR shall secure the job site and protect the Work in place and materials and equipment to the extent

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that insurability will be maintained. Work damaged during periods of suspension due to severe weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the VILLAGE.

Village May Terminate:

- 15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if it repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the CONSULTANT, or if it otherwise violates any provision of, the Contract Documents, then the VILLAGE may, without prejudice to any other right or remedy and after giving the CONTRACTOR and the Surety seven (7) days written notice, declare the CONTRACTOR in default, terminate the services of the CONTRACTOR, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the VILLAGE. Such costs incurred by the VILLAGE will be determined by the VILLAGE and CONSULTANT and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the VILLAGE and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Article 15.5.

- 15.4 Where the CONTRACTOR'S services have been so terminated by the VILLAGE said termination shall not affect any rights of the VILLAGE against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the VILLAGE due the CONTRACTOR will not release the CONTRACTOR from liability.
- 15.5 Upon seven (7) days written notice to the CONTRACTOR and the CONSULTANT, the VILLAGE may, without cause and without prejudice to any other right or remedy, elect to terminate this Agreement for convenience. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the VILLAGE as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment:

- 15.6 In the case of termination of this Contract before completion, whether for cause or convenience, the CONTRACTOR, if notified to do so by the VILLAGE, shall promptly remove any part or all of its equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

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Contractor May Stop Work or Terminate:

- 15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court of other public authority, or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails to pay the CONTRACTOR any sum approved by the CONSULTANT, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the VILLAGE and the CONSULTANT, terminate the Agreement. The VILLAGE may remedy the delay or neglect within the twenty (20) calendar days time frame. If timely remedied by the VILLAGE the Agreement shall not be considered terminated. In lieu of terminating the Agreement, if the CONSULTANT has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as afore said, the CONTRACTOR may upon ten (10) calendar days prior written notice to the VILLAGE and the CONSULTANT, suspend performance of the Work until it has been paid all amounts then due.

ARTICLE 16 - MISCELLANEOUS

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.
- 16.2 The Contract Documents shall remain the property of the VILLAGE. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.
- 16.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Articles 6.36 and 14.3 and those in the Special Conditions and the rights and remedies available to the VILLAGE and CONSULTANT there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.
- 16.4 Should the VILLAGE or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

ARTICLE 17 - WAIVER OF JURY TRIAL

- 17.1 VILLAGE and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

ARTICLE 18 – JURISDICTION / VENUE / GOVERNING LAW/ATTORNEYS FEES

- 18.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

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- 18.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.
- 18.3 If either the VILLAGE or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

ARTICLE 19 - PUBLIC RECORDS

- 19.1 CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall 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 the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.
- 19.2 Upon request from the VILLAGE's custodian of public records, CONTRACTOR shall provide the VILLAGE 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 19.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE.
- 19.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the VILLAGE MANAGER, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 19.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- 19.6 CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

Section 119.0701(2)(a), Florida Statutes

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:

Guido Inguanzo, Village Clerk
12645 Pinecrest Parkway, Pinecrest, Florida 33156
305.234.2121
ginguanzo@pinecrest-fl.gov

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ARTICLE 20 - SEVERABILITY

- 20.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 21 – INDEPENDENT CONTRACTOR

- 21.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR or its Subcontractors and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

DETAILED SPECIFICATIONS

HIBISCUS GALLERY FLOORING INSTALLATION

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Installation of Epoxy-Resin Terrazzo Flooring with Hibiscus design on a floor area of approximately 1,550 s.f. in the Hibiscus Gallery located at Pinecrest Gardens, 11000 SW 57 Avenue, Pinecrest, Florida 33156.

The design will occupy the whole floor of the room and it will include three colors and full metal throughout, see design plan.

The work will include, but not be limited to the following tasks:

- Obtain Village of Pinecrest Building Department permit (Village of Pinecrest permit fees are waived)
- Contractor shall provide samples as selected by owner
- Contractor shall provide mockups as selected by owner
- All debris must be picked up on a daily basis from the job site

The proposal must include all shop drawings, permits, engineering tests, materials, equipment, labor, and insurance as detailed in the General Conditions. The work must be performed in accordance to the NTMA specifications and written recommendations.

A minimum of five (5) years full warranty, inclusive of all materials and labor (no exclusions), must be included. Only flooring contractors that have been in business for five (5) years or more will be considered.

Invitation to Bid
HIBISCUS GALLERY FLOORING INSTALLATION
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EXHIBIT A

HIBISCUS GALLERY FLOORING INSTALLATION DESIGN

