

Exhibit "A"
QUALIFICATION QUESTIONNAIRE

Construction Manager At Risk Response Form

Completed questionnaire must be submitted as specified within this document. Any attachments must be clearly identified. To be considered, the applicant must respond to all parts of this Questionnaire in accordance with the requirements of RFP.

CONTACT INFORMATION

Firm Name: _____
Corporation/Company
(as it appears on license)

Check One:

Partnership

Joint Venture

Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor, joint venture or partnership:

Owner(s) of Company: _____

If firm is a Corporation:

State of Incorporation: _____ Date of Incorporation _____ FID #

If out of state Corporation that is currently authorized to do business in the State of Florida, provide date of such authorization _____

Responsible Managing Employee (RME) (per definition)

Responsible Managing Officer (RMO) (per definition)

Definition

RME: Employee of Contractor who will be in a management or superintendent role on the project.

RMO: Any officer of the company working in the local office overseeing the project.

Contractor's License Number(s):

If applicable, list up to a combined total of three State, County, or other Public Agencies in which your Organization is qualified to perform work by mean of pre-qualification:

AGENCY NAME	TRADE APPROVED	AMOUNT APPROVED	EXP.
DATE			

1)

2)

3)

QUALIFICATION QUESTIONNAIRE
Business History and Organizational Performance (16 questions).

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and whom are listed as owner, partner or officer of your firm in response to Contractor's Qualification Questionnaire. If Proposer is a Joint Venture or Partnership, each question, as applicable, shall be answered by each joint venturer or general partner.

1. Is your organization licensed to do business in Florida as a Contractor under your present business name and license number?

Yes No

If yes, how many years:

List directors, partners, officers and responsible managing employees: _____

2. Is your firm, owners, partners or any principal of the company or any firm with whom a principal has been **associated** currently the debtor in a bankruptcy case?

Yes No

If yes, please explain:

3. Was your firm, owners, partners or any principal of the company or any firm with whom a principal has been **associated** been in bankruptcy any time during the last five (5) years?

Yes No

If yes, please explain:

4. Has any contracting license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If yes, please explain:

5. At any time in the last five (5) years, has your firm been assessed and/or paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

If yes, list projects and amounts: _____

6. In the last five years has your firm, or any firm with which any of your company's owners, directors, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If yes, please explain:

7. In the last five years, has your firm been denied an award of a public construction contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If yes, please explain:

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another Contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-Contractor and a project owner

8. In the past five (5) years, has any claim **against** your firm concerning your firm's or any firm with whom a principle has been **associated** work on a construction project, been **filed in court or arbitration**?

Yes No

If yes, please explain:

9. In the past five (5) years, has your firm or any firm with whom a principal has been **Associated** made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

Yes No

If yes, please explain:

10. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

If yes, please explain:

11. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If yes, please explain:

12. Has your firm, or any of its owners, officers, or partners or any firm with whom a principal has been **Associated** ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If yes, please explain:

13. Has your firm, or any of its owners, officers or partners or any firm with whom a principal has been **Associated** ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If yes, please explain:

14. Has your firm or any of its owners, officers or partners or any firm with whom a principal has been **Associated** ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If yes, please explain:

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay and explain.

16. During the last five (5) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, please explain:

QUALIFICATION QUESTIONNAIRE

Compliance with Applicable Laws (8 questions)

NOTE: “Associated” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and whom are listed as owner, partner or officer of your firm in response to Contractor’s Qualification Questionnaire. If Proposer is a Joint Venture or Partnership, each question, as applicable, shall be answered by each joint venturer or general partner.

1. Has the State of Florida cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations (as defined by the State of Florida) of its safety or health regulations in the past five years?

Yes No

If yes, attach a separate signed page describing each penalty and its status.

2. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

Yes No

If yes, attach a separate signed page describing each citation and its status.

3. Has the EPA, or a State of Florida Agency /Department cited and assessed penalties against either your firm or the owner of a project on which your firm was the Contractor, in the past five (5) years?

Yes No

If yes, attach a separate signed page describing each citation and its status.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. List your firm’s Experience Modification Rate (EMR) workers’ compensation insurance for each of the past three premium years: _____ Current year: _____ Previous year _____ Two years previous: _____

If your EMR for any of these three years is or was 1.00 or higher, please attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

6. Within the last five (5) years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If yes, attach separate signed page describing time period without worker's compensation insurance and explanation.

7. Has there been more than one occasion during the last five (5) years on which your firm or any firm with whom a principal has been **Associated** been required to pay either back wages or penalties for your own firm's failure to comply with the prevailing wage laws?

Yes No

If yes, please explain:

NOTE: This question refers *only* to your own firm's violation of prevailing wage laws. It does not pertain to violations of the prevailing wage laws by a subcontractor.

8. During the last five (5) years, has there been more than one occasion on which your own firm or any firm with whom a principal has been **Associated** been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If yes, please explain:

QUALIFICATION QUESTIONNAIRE

PROJECT 1 EXPERIENCE

Questions concerning recent construction projects completed:

(If Proposer is a Joint Venture or Partnership, each question, as applicable, shall be answered by each joint venturer or general partner.)

1. Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

2. **Scope of Work Performed:**

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Public Agency or Private Project: Public Private

3. Total Value of Construction: \$ _____
Total Value of Change Orders: \$ _____
4. Original Construction Contract Duration: _____
Original Contract Completion Date: _____
Actual Date of Completion: _____
5. Percentage of contract completed by DBE, WBE or MBE? _____ %
6. What is the useable floor space of project in square feet? _____
7. What was the Quantity of reinforced masonry block on Project? _____ Square Feet
8. How many floors/stories are in the project? _____ stories
9. Percentage of contract completed by contractor's own forces (not subbed out) _____ %

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

QUALIFICATION QUESTIONNAIRE

PROJECT 2 EXPERIENCE

Questions concerning recent construction projects completed

1. Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

2. **Scope of Work Performed:**

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Public Agency or Private Project: Public Private

3. Total Value of Construction: \$ _____

Total Value of Change Orders: \$ _____

4. Original Construction Contract Duration: _____
Original Contract Completion Date: _____
Actual Date of Completion: _____
5. Percentage of contract completed by DBE, WBE or MBE? _____ %
6. What is the useable floor space of project in square feet? _____
7. What was the Quantity of reinforced masonry block on Project? _____ Square Feet
8. How many floors/stories are in the project? _____ stories
9. Percentage of contract completed by contractor's own forces (not subbed out) _____%

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

QUALIFICATION QUESTIONNAIRE

PROJECT 3 EXPERIENCE

Questions concerning recent construction projects completed:

1. Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

2. **Scope of Work Performed:**

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Public Agency or Private Project: Public Private

3. Total Value of Construction: \$ _____

Total Value of Change Orders: \$ _____

4. Original Construction Contract Duration: _____
Original Contract Completion Date: _____
Actual Date of Completion: _____
5. Percentage of contract completed by DBE, WBE or MBE? _____ %
6. What is the useable floor space of project in square feet? _____
7. What was the Quantity of reinforced masonry block on Project? _____ Square Feet
8. How many floors/stories are in the project? _____ stories
9. Percentage of contract completed by contractor's own forces (not subbed out) _____%

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

Exhibit B
Proposal Cost Form

Exhibit "B"
Proposal Cost Form

Company Name:	
Pre-Construction Services A lump sum fee for pre-construction services to aid design team and project owners in developing plans, costs, and schedule for the project. Weekly meetings will be required of CM thru-out design, and pre-construction process.	\$
General Conditions	Proposed Monthly Cost
Project Manager	\$
Superintendent	\$
Project Engineer	\$
Secretary	\$
Other Employees	\$
Staff Insurance	\$
Job Office	\$
Storage Trailers	\$
Temporary Utilities	\$
Chemical Toilets	\$
Water Connection	\$
Job Telephone	\$
Survey	\$
Auto & Trucks	\$
Office Supplies	\$
Office Equipment	\$
Furniture	\$
Overnight/Delivery	\$
Dumpsters	\$
Other (list)	\$
Proposed Monthly Cost Total Monthly cost total x 12 months	\$ _____ \$ _____
Lump Sum Items (LS)	Proposed Cost
Job Mobilize - LS	\$
Start up Power - LS	\$
Safety-LS	\$
Clean up-LS	\$
Demobilize-LS	\$
Payment & Performance Bonds –LS Liability, Builder’s Risk, Worker’s Compensation and other insurance required by General Conditions-LS	\$
Proposed Lump Sum Cost Total	\$ _____
Other Costs (Provide attachment defining cost, if any, included on this line)	\$
CM at Risk Fee: (Must be stated as a percent. The percent stated will be applied to actual Construction Costs, not including General Conditions, Lump Sum Items, Architect’s and Engineer’s Fees and other Costs).	_____%

Exhibit C
Bonding Capacity Letter

Exhibit "C"
BONDING CAPACITY CERTIFICATION LETTER
(to be issued on Surety Company letterhead)

OWNER

Town of South Palm Beach
3577 South Ocean Blvd.
South Palm Beach, FL 33480

CONTRACTOR

Firm Name: _____
Address: _____
City, State, Zip Code: _____
Phone: _____

PROJECT

CONSTRUCTION MANAGER AT RISK FOR NEW TOWN HALL RFP# _____

The undersigned certifies as of the date hereof that the above-referenced Contractor has minimum bonding capacity in the amount \$ _____ available for issuance of Payment and Performance Bonds in favor of the Owner for the above-reference Project and further certifies that such capacity will not be diminished for at least **365** days after Contractor's proposal for the Project is opened by the Owner. Certification is predicated on the most current financial and job information available to the underwriter.

The undersigned Surety Company further certifies that it is duly authorized by certificate of authority issued by the State of Florida to write bond, and that it is rated as follows:

A.M. Best Rating: _____

Financial Size Category: _____

Note: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Authorized Signature:

Date: ___/___/____

Subscribed and sworn to before me

this _____ day of _____

Notary Public in and for said City and State

My Commission expires:

Exhibit D
Insurance Requirements

Exhibit "D"
REQUIRED LIMITS OF INSURANCE & INDEMNITY

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 2,000,000 (Each Accident)

\$ 2,000,000 (Disease-Policy Limit)

\$ 2,000,00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	<u>* Column A</u>	<u>** Column B</u>
General Aggregate.....	<u>\$ 2,000,000</u>	<u>\$ 5,000,000</u>
Products/Completed		
Operations Aggregate.....	<u>\$ 2,000,000</u>	<u>\$ 5,000,000</u>
Personal and Advertising Injury.	<u>\$ 2,000,000</u>	<u>\$ 5,000,000</u>
Each Occurrence.....	<u>\$ 2,000,000</u>	<u>\$ 5,000,000</u>
Fire Damage (any one fire).....	<u>\$ 50,000</u>	<u>\$ Nil</u>
Medical Expense (any one person)	<u>\$ 10,000</u>	<u>\$ Nil</u>

* Applicable to work performed under this Agreement only

** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and
Property Damage Combined..... \$ 2,000,000

4. General Liability Protection for Owner - The minimum limits for Additional Insured or Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above.

5. Pollution Legal Liability Insurance. The minimum limits for the Pollution Legal Liability Insurance shall be:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Exhibit E
Forms required with Proposal

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of South Palm Beach or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

City, State, Zip Code

Notary Public
STATE OF _____

(_____) _____
Telephone Number

My Commission Expires

Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal.

**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.
If Proposer is a Joint Venture or Partnership, one of these forms shall be signed and submitted by
each joint venturer or general partner.

1. This sworn statement is submitted to the TOWN OF SOUTH PALM BEACH, FLORIDA

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 misrepresentations.
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:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 another 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.
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, and 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 relations 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 ad 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 to 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 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 _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Town of South Palm Beach, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

If Proposer is a Joint Venture or Partnership, one of these forms shall be signed and submitted by each joint venturer or general partner.

This sworn statement is submitted to the TOWN OF SOUTH PALM BEACH, FLORIDA

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: _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

Type of identification

My commission expires: _____

Printed, typed or stamped commissioned name of notary public

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____

Does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Proposers Signature

Date

W-9 FORM

Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with RFP documents)

Giving reference for:

(name of company)

Firm giving Reference:

Address:

Phone:

Fax:

Email:

1. **Q:** Name of project and scope of services, what was the awarded dollar value? **A:**

2. **Q:** Did the vendor meet the project budget and what was the project budget? **A:**

3. **Q:** Have there been any change orders, and if so how many? **A:**

4. **Q:** Did they meet the project deadline? **A:**

5. **Q:** Was the project manager easy to get in contact with? **A:**

6. **Q:** Would you use them again? **A:**

7. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: **5** *Excellent* **4** *Good* **3** *Fair* **2** *Poor* **1** *Unacceptable*

8. **Q:** Is there anything else we should know, that we have not asked? **A:**

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title _____

Print Name: _____ Date: _____

Exhibit F
Payment, Performance and Proposal Bond
Forms

Surety Payment Bond

Project Title: _____	Owner: _____
Property Address: _____	Address: _____
Property Improvement: _____	Phone: _____
_____	_____
Surety: _____	Contractor: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 2026, between Principal and Town of South Palm Beach for the construction of _____, project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Town of South Palm Beach (hereinafter referred to as "Town") in the sum of (U.S. Dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Sections 713.01 and 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, which is made a part of this bond by reference, and in the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Town sustains because of a failure by Principal to make any such payments; then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against Principal and the Surety for the amount due to it. Such action shall not involve the Town in any expense.

A claimant, except a laborer, who is not in privity with the Principal shall, before beginning or not later than 45 days after beginning to furnish labor, materials, services or supplies for prosecution of the work, furnish the Principal with a written notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, services or supplies shall, within 90 days after the final furnishing of the labor, materials, services, or supplies by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery

of the materials or supplies and of the nonpayment. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. This Bond is given to comply with Section 255.05, Florida Statutes, and is subject to the notice requirements and time limitations provided for in Section 255.05(2), Florida Statutes.

An action for the labor, materials, or supplies may not be instituted against the contractor or the surety unless the notice to the contractor and notice of nonpayment have been served, if required by section 255.05, Florida Statutes.. An action, except an action for the recovery of retainage, must be instituted against the Principal or the Surety on the bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies; however, an action for the recovery of retainage may not be instituted until one of the conditions listed in Section 255.05(10) (a) – ((d) is satisfied, and if no such conditions are satisfied and an action for recovery of retainage cannot be instituted within the 1-year limitation period, this limitation period shall be extended until 120 days after one of these conditions is satisfied. A claimant may not waive in advance its right to bring an action under the bond against the surety.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes, do not affect Surety’s obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 2026.

(CONTRACTOR)

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

SURETY: _____

(COPY OF Agent’s current Identification
Card as issued by State of Florida
Insurance Commissioner must be attached)

(CORPORATE SEAL)

By: _____
Attorney-in-Fact
(Power of Attorney must be attached)

SURETY PERFORMANCE BOND

Project Title: _____ Owner: _____
Property Address: _____
Address: _____

Property Improvement: _____ Phone: _____

Surety: _____ Contractor: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 ____, between Principal and Town of South Palm Beach for the construction of _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Town of South Palm Beach (hereinafter referred to as "Town") in the sum of (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract in the times and in the manner prescribed in the Contract, said Contract being made a part of this bond by reference, including but not limited to guarantees, warranties and the curing of latent defects, including any and all damages for delay; and
2. Pays Town all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Town sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the Town.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the Town of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the Town; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 2026.

CONTRACTOR

(Contractor Name)

BY:

(President)
(Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

PROPOSAL BOND

State of _____ County of _____
We, _____ as Principal
and _____ as Surety, are held
and firmly bound unto Town of South Palm Beach, Florida hereinafter called the Town, in the
Penal sum of

_____ Dollars (\$ _____) lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The
Principal has submitted the attached Proposal, **dated** _____, 20____, for **Project No** _____.
The Principal shall at time of proposal opening furnish all documents and information required by the
Request for Proposals and the Contract Documents, and shall not withdraw said Proposal within the time
stipulated in the RFP and shall within the time stipulated in the Instructions to Proposers execute and deliver
to the Town, the Contract, the Performance Bond, Payment Bond and satisfactory evidence of all required
Insurance. The Principal shall give a Performance Bond and a Payment Bond with good and sufficient
surety, as required by the RFP and the Contract Documents, for the faithful performance and proper
fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in
connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the
event of withdrawal of said Proposal within the period specified, or in the event of the failure to comply with
the RFP or the Contract Documents, or in the event of failure to enter into such Contract and give such
Bonds and evidence of insurance within the time specified, if the Principal shall pay the Town the difference
between the amounts specified in said Proposal and the amount for which the Town may procure the
required work and supplies, provided the latter amount be in excess of the former, then the above obligations
shall be void and of no effect; otherwise, to remain in full force and virtue.

The above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____
day of _____, 20____.

CORPORATION

Witness

By:

Title _____

PARTNERSHIP OR JOINT VENTURE *

Witness

By:

Title _____

Witness

By:

Title _____

* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their
authority to sign on behalf of the Partnership or Joint Venture.

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

SURETY:

(Copy of Agent's current Identification
Card as issued by State of Florida Insurance
Commissioner must be attached)

By: Attorney-in-Fact
(CORPORATE SEAL)

(This form must be submitted in duplicate - one original and one copy)