

**CITY OF PARKLAND  
INVITATION TO BID # 2020-07**

**CITY HALL MULTIPURPOSE ROOM REMODEL**



**RESPONSES ARE DUE BY 6/9/2020 2:00 PM (EST)**

**CONTACT: JILL WOODS  
BUYER  
CITY OF PARKLAND, CITY HALL  
6600 UNIVERSITY DRIVE  
PARKLAND, FLORIDA 33067  
TELEPHONE: (954)757-4180  
EMAIL: [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org)**

**PUBLIC NOTICE**  
**FOR**  
**CITY HALL MULTIPURPOSE ROOM REMODEL**  
**ITB 2020-07**  
**DUE DATE: 6/9/2020 2:00 PM E.S.T.**

The City of Parkland, Florida (“CITY”) is seeking to obtain Bids from qualified contractors for the remodel of the multipurpose room at the City of Parkland City Hall, located at 6600 University Drive, Parkland, FL 33067 in accordance with the terms, conditions, and scope of services of this bid (ITB). The City of Parkland, Florida is requesting bids from qualified, licensed, insured and experienced contractors for the remodel of the multipurpose area in City Hall which includes approximately 2,257 square feet. Partial height partitions, with some partial glass walls, will be installed for additional office divisions and all floor finishes will be removed and replaced. Minor alterations will be conducted to the existing acoustic ceiling grid and tile. All new and remaining partitions in the area will be prepared and painted. The air conditioning system will be modified and balanced as provided in the documents.

Sealed bids will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until 6/9/2020 at 2:00 PM local time, at which time they will be publicly opened and read. All Bidders or their representatives are invited to be present. The Bids shall be delivered and addressed to the **City of Parkland, Attn: Jill Woods, Buyer, 6600 University Drive, Parkland, Florida 33067** and shall be labeled “SEALED BID FOR CITY HALL MULTIPURPOSE ROOM REMODEL” and include the Bidders’ return address. (Please use the enclosed form.)

Bidders must submit one (1) identified original, one (1) electronic (flash drive or CD) and one (1) copy of the bid including any attachments. The bid shall be signed by a representative who is authorized to contractually bind the Bidder.

**PRE-BID CONFERENCE** (*Non-Applicable*)

**PRE-BID CONFERENCE IS SCHEDULED**

A pre-bid meeting and site inspection is scheduled for 5/14/2020 at 2:00 PM at City of Parkland City Hall, 6600 University Drive, Parkland Florida 33067. It is strongly recommended that prospective Bidders visit the project site. The City will not be held responsible for incorrect fee bid due to contractor’s misunderstanding of requirements, measurements, and services required. City staff will only be available to show the site at the time of the scheduled appointment.

Typically, such meetings last one hour or less, though such is not guaranteed. The purpose of this meeting is to assist prospective Bidders to have a full understanding of the ITB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the City will conduct a brief overview of the ITB documents, including the attachments. Prospective Bidders may also ask questions, though the City may require that such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this meeting is to review the ITB documents, attendees should have their copy of the ITB documents available at the time of this conference.

To protect public health and mitigate the risk of the spread of Coronavirus, the City of Parkland City Hall will remain closed to the public but public participation shall be permitted utilizing communications media technology in the manner provided for below and in accordance with the Governor’s Executive Order #20-69.

On March 20, 2020, Governor DeSantis issued Executive Order #20-69 suspending any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place. The Order further allows for local government bodies to utilize communications media technology, such as telephonic and video conferencing. The City Commission has adopted Resolution 2020-016, authorizing the City to hold meetings through the use of communications meeting technology. On April 6, 2020, the City Manager adopted rules governing the holding of such meetings: please click [here](#).

In order to ensure compliance with the City's Shelter in Place Emergency Order 2020-02, and the latest CDC recommendations and government orders, the City Manager has determined that these meetings will proceed utilizing communications media technology.

**Walk Through/Site Inspections will be May 14 and May 15 available by appointment only. Requests for appointments should be submitted to [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org) and done prior to the pre-bid meeting so as to schedule times accordingly.**

Bid documents can also be obtained at Demandstar.com and at the City's website: [www.cityofparkland.org/purchasing](http://www.cityofparkland.org/purchasing). For additional information, contact the Purchasing Department via email at: [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org).

Any Bidder who wishes his/her bid to be considered is responsible for making certain that his/her bid is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidders to see that any bid submitted shall have sufficient time to be received by the City before the Bid Submittal Deadline. Late Bids will be returned to the Bidder unopened.

**Attending and Viewing the Pre-Bid Meeting via Zoom:**

Zoom will allow for prospective vendors to attend using the below options:

**Via Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required. Call-in Number: 1-312-626-6799, Meeting ID: 869 5493 1414

Find your local number: <https://us02web.zoom.us/j/kcDuME1LHt>

**View meeting** - You may view the Zoom meeting online, in *view-only* mode, by using this link: <https://us02web.zoom.us/j/86954931414>

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

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## ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of Bid	4/29/2020
Pre-Bid Meeting: (Via Zoom Meeting)	5/14/2020 at 2:00 PM (E.S.T.)
Last day for questions/clarification	5/19/2020 (E.S.T.)
Last day for addendum to be posted	5/26/2020 (E.S.T.)
Bid Submission Deadline	6/9/2020 at 2:00 PM (E.S.T.)
Firm Recommended to City Commission	First Available Meeting
Notice to Proceed	TBD

*Note: All times are subject to change at the City's discretion.*

### REQUIREMENT THAT BID PACKET BE COMPLETE

**PLEASE NOTE THAT THE BID SOLICITATION FOR CITY HALL MULTIPURPOSE ROOM REMODEL ITB NO. 2020-07 AND ALL DOCUMENTS CONTAINED THEREIN, REQUEST INFORMATION WHICH THE CITY OF PARKLAND CITY COMMISSION AND STAFF DEEM IMPORTANT. NO ONE SHOULD CONSIDER ANY INFORMATION REQUESTED, OR ANY BLANK WHICH IS REQUESTED TO BE FILLED IN, TO BE INFORMATION WHICH CAN BE DELETED OR SUPPLIED SUBSEQUENT TO THE BID SUBMISSION DATE AND TIME. THE CITY COMMISSION OF THE CITY OF PARKLAND HAS MADE IT CLEAR THAT IT WISHES ALL DOCUMENTS TO BE COMPLETELY FILLED OUT SPECIFICALLY AND ACCORDING TO THE INSTRUCTIONS. NO ONE SHOULD TAKE THE LIBERTY OF OMITTING ANY INFORMATION REQUESTED OR PROVIDING SAID INFORMATION IN A CREATIVE FASHION WHICH IS NOT CONSISTENT WITH THE REQUEST. IF THERE IS ANY QUESTION OF ANY NATURE WHATSOEVER IN THIS REGARD, IT IS THE RESPONSIBILITY OF THE BIDDER TO USE THE PROVISION FOR REQUESTING A WRITTEN CLARIFICATION. THIS RESPONSIBILITY RESTS SOLELY WITH THE BIDDER. THE FAILURE TO COMPLETE ANY PART OF THE BID SOLICITATION FOR ARTIFICIAL TURF REPLACEMENT AT PINE TRAILS PARK AND THE INFORMATION CONTAINED THEREIN (ALL BIDDER DOCUMENTS, OR OTHER REQUESTS FOR INFORMATION) MAY BE CAUSE FOR THE CITY OF PARKLAND TO DISQUALIFY THE BID, NOTWITHSTANDING THE ABILITY OF THE CITY OF PARKLAND, RESERVED HEREIN, TO WAIVE ANY MINOR, NON-MATERIAL IRREGULARITIES. THOUGH THE CITY OF PARKLAND HAS INDICATED THAT IT DOES HAVE THE RIGHT TO WAIVE IRREGULARITIES, IT DOES NOT WISH TO SEE IRREGULARITIES IN THE BID DOCUMENTS.**

**THUS, COMPLETE THE BID DOCUMENTS IN FULL FOR SUBMITTAL AT THE TIME OF THE BID OPENING OR RISK REJECTION OF YOUR BID.**

## **SECTION 1- INTRODUCTION AND INFORMATION**

### **1.1 DEFINED TERMS**

Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-Bidder, who submits a Bid to the Bidder. The term "Successful Bidder" means the highest ranked Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. Alternately, the Bidder or Successful Bidder may be referred to as CONTRACTOR. The term "CITY" refers to the City of Parkland, a municipal corporation of the State of Florida. The term "COUNTY" refers to Broward County, a political subdivision of the State of Florida. The term "Bid Documents" includes the Bid Submission checklist, Bid Form and Bidders' Certification, Bid Schedule, Florida Trench Safety Act, Foreign (non-Florida) Corporate Statement (if applicable), Bid Security, References Submittal, Subcontractor List, Drug Free Workplace, Background Check Affidavit, Qualifications Statement, Non-Collusive Affidavit, Public Entity Crime Statement, Corporate Resolution, Agreement between Owner and Contractor, Response to Bid Requirements, References, Certificate(s) of Insurance and Licenses, and the proposed Contract Documents, which include the construction drawings, including all Addenda issued prior to receipt of Bids and all documents which request information from the Bidder.

### **1.2 COPIES OF BID DOCUMENTS**

1.2.1 Bid documents can also be obtained at Demandstar.com and at the City's website. For additional information, contact Jill Woods via email at: [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org). Complete sets of Bid Documents must be used in preparing Bids; CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available on the above terms does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

### **1.3 QUALIFICATIONS OF BIDDER**

1.3.1 To be eligible to respond to this ITB, the proposing firm(s) shall demonstrate that they have successfully constructed at least one (1) similar project(s) in the past five (5) years.

1.3.2 No bid will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City of Parkland, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by the CITY.

1.3.3 CITY reserves the right to consider a Bidder's financial stability and history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if (in the opinion of the CITY) the Bidder has insufficient financial resources to construct the project or whose history of violations warrant such determination. Bidder shall submit with Bid, a complete financial disclosure and history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation, which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

- 1.3.4 The CITY requires submittal of at least five (5) references from the Contractor and applicable Subcontractors to be submitted with the bid opening (References must include name, job title, email address, and telephone number of contact person(s). **Do not include the City of Parkland or City of Parkland employees as references.**
- i. Business Trade References
  - ii. Bank References
  - iii. Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.
  - iv. Relevant Experience (Minimum of three (3) references which demonstrate experience as a General Contractor for work of a similar scope performed in Florida in the last ten years.)

#### 1.4 EXAMINATION OF CONTRACT DOCUMENTS & SITE

- 1.4.1 Before submitting a Bid, each Bidder must:
- (a) examine the Bid Documents thoroughly;
  - (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services;
  - (c) fully and thoroughly inspect the site of the proposed work;
  - (d) study and carefully correlate Bidder' observations with the Bid Documents; and
  - (e) **notify in writing CITY'S designated employee, as referenced in Section 6**, of all conflicts, errors, irregularities, or discrepancies in the Bid Documents;
  - (f) submit a written statement to the City acknowledging the Contractor's understanding of the current site conditions and work which has been completed or is in progress on the site.
- 1.4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.

#### 1.5 SPECIFICATIONS

- 1.5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 1.5.2 For the purpose of evaluation, the Bidder must promptly indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 1.5.3 Any manufacturers' names, trade names, brand names, information and/or catalog

numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand, which meets or exceeds the specifications for any item(s). Requests for approval for substitutes shall be submitted at least **ten calendar days (10)** prior to bid date, in accordance with procedures specified elsewhere in the Contract Documents.

- 1.5.4 Any errors or omissions in the Specifications, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the CITY's designated employee to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the CITY.

## 1.6 INFORMATION/CLARIFICATION

- 1.6.1 For information concerning this ITB, contact Jill Woods at [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org). Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or bid procedures will only be transmitted by written addendum acknowledged by Bidder.

## 1.7 QUESTIONS

- 1.7.1 Questions should be sent to Jill Woods at: [purchasing@cityofparkland.org](mailto:purchasing@cityofparkland.org).

## 1.8 INTERPRETATIONS ADDENDA AND PROTESTS

- 1.8.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 1.6.1 above. Bidder and consultants are not permitted to lobby any City personnel, City Commission Member, or member of the Committee related to, or involved with, any procurement between the time the notice of intent to procure services is issued and the recommendation for award is acted upon by the City Commission. All oral and written inquires must be directed to the individual identified in the procurement documents. Any Bidder or any individual that lobbies on behalf of a Bidder during the time specified above will result in rejection/disqualification of said bid.

- 1.8.2 **If the Bidder should be in doubt as to the meaning of any of the Bid Documents, or is of the opinion that the bid documents, plans and/or specifications contain errors or contradictions or reflect omissions, Bidder shall submit a written request directed to the CITY'S designated employee to be forwarded to the appropriate person or department for interpretation or clarification.** Such request must be received by the **CITY'S designated employee** at least **ten (10) calendar days** before the date of the formal opening of Bids. Questions received less than **ten (10) calendar days** prior to the Bid opening shall not be answered. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Bidders no later than seven (7) days prior to the established bid opening date. Each perspective Bidder shall acknowledge receipt of such addenda in the space provided on the bid form. In case where Bidder fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be considered as though it had been received and acknowledged and the submission of his bid will

constitute acknowledgment of receipt of the same. All addenda are a part of the contract documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Bidder to verify that he/she has received all addenda issued before Bids are opened. No verbal interpretations may be relied upon.

- 1.8.3 Any claim that the bid packet and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any Bidder shall be made in writing at least **ten (10) calendar days** prior to the date set for bid opening or said Claim shall be deemed to be waived. The claim shall detail the alleged violation with specificity.

## 1.9 PRICES BID

- 1.9.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 1.9.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 1.9.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 1.9.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidder may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 1.9.5 Bidder warrants by virtue of bid that prices, terms and conditions in the Bid will be firm for acceptance for a period of Ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.
- 1.9.6 The bid price shall include all, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Parkland. (See Item 1.31. PERMITS, FEES AND NOTICES for City permit and inspection fees.)
- 1.9.7 A Bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.

## 1.10 OCCUPATIONAL HEALTH AND SAFETY

- 1.10.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 1.10.1.1 The chemical name and the common name of the toxic substance.

- 1.10.1.2 The hazards or other risks in the use of the toxic substance, including:
- (a) The potential for fire, explosion, corrosivity and reactivity;
  - (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (c) The primary routes of entry and symptoms of overexposure.
- 1.10.1.3 The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 1.10.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 1.10.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 1.10.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

#### 1.11 SUBMISSION OF BIDS

- 1.11.1 Bids shall be submitted at or before the time and at the place indicated in the Instructions to Bidder and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior with the label provided, "CITY HALL MULTIPURPOSE ROOM REMODEL ITB 2020-07". No responsibility will attach to the CITY for the premature opening of a Bid not properly addressed and identified. The Bid Submission Checklist must be completed and included in the bid response.
- 1.11.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile and electronically submitted bids will not be accepted.
- 1.11.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, **and further subject to the exception set forth in Section 48 of this document**, all Bidders should be aware that the Bid Documents and the responses thereto will become public domain; should you have information which you believe is further exempt from the public records law, please state as much and identify such information.
- 1.11.4 All Bids received from Bidder will become the property of the CITY and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.
- 1.11.5 The submitted Bid shall constitute a firm, binding offer on the part of the Bidder to furnish the equipment and/or services requested according to the terms of the bid and all Bid Documents and specifications and specifically according to the contract contained herein.

1.11.6 When a particular ITB requires multiple copies they may be included in a single envelope or package, properly sealed and identified.

#### 1.12 BID FORMS

1.12.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. All bids must be on the prescribed form. The forms must be submitted in good order and all blanks must be completed. All instructions must be followed and all requested information accurately supplied. No Information which has not been requested should be supplied.

1.12.2 The Bid must be signed by one duly authorized to do so; and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

1.12.3 Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

1.12.4 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### 1.13 BID COSTS

1.13.1 The Bidder, whether successful or not, shall be solely responsible for all costs associated with the preparation and submittal of the Bid package. By submitting a Bid, it is understood and agreed by the Bidder that under no circumstances shall the City reimburse for any costs associated with preparation and submittal of the Bid package.

#### 1.14 MODIFICATION AND WITHDRAWAL OF BIDS

1.14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so, and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

1.14.2 If, within **twenty-four (24) hours** after Bids are opened, any Bidder files a duly signed, written notice with CITY and within **five (5) calendar days** thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

## 1.15 REJECTION OF BIDS

- 1.15.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City stresses the importance of filing a complete bid response, which accurately and properly provides all information, requested.
- 1.15.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.
- 1.15.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.
- 1.15.4 The reasons for rejection of Bids are not intended to be exhaustive.

## 1.16 OPENING OF BIDS

- 1.16.1 Bids will be opened publicly on the date and at the location and time specified in the Bid Documents.

## 1.17 BIDS TO REMAIN OPEN

- 1.17.1 All Bids shall remain open for Ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 1.17.2 Extensions of time when Bids shall remain open beyond the Ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Bidder, and the surety, if any, for the Successful Bidder.

## 1.18 AWARD OF CONTRACT

- 1.18.1 If the Contract is to be awarded, it will be awarded to the lowest, responsive, and responsible Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY.
- 1.18.2 The Bidder to whom award is made shall execute a written Contract within Fifteen (15) calendar days after the Contract Award unless the CITY, by written authorization grants a

10 day extension (maximum extension permitted). If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the award may (at the sole discretion of the CITY by Resolution) be annulled and the Contract let to the next lowest, responsive, and responsible Bidder. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made. The contract contained herein shall be the contract to be executed and shall include the entire bid submitted by the successful Bidder unless modified by the City. **The City Attorney reserves the right to modify the contract contained herein as deemed necessary and in the best interest of the City prior to the execution of the contract.**

**1.18.3 THE CITY RESERVES THE RIGHTS TO REJECT ALL BIDS.**

The CITY reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained bids, and minor irregularities in the bid process.

**1.19 AUDIT RIGHTS**

1.19.1 The CITY reserves the right to audit the records of the Successful Bidder at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the CITY. If required by the CITY, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Bidder shall allow the CITY to inspect, examine and review the records of the Successful Bidder at any and all times during normal business hours during the term of the Contract.

**1.20 PROHIBITION OF INTEREST**

1.20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidder must disclose with their Bid, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidder must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder' firm or any of its branches or affiliate companies. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bid from the City's Bidder's List and prohibition from engaging in any business with the City.

**1.21 CONFLICT OF INTEREST**

1.21.1 The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Bidder further covenants that no person having any such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

1.21.2 The Bidder represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees,

harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.22 NON-COLLUSIVE AFFIDAVIT

1.22.1 Each Bidder shall complete the Non-Collusive Affidavit Form included with the Bid Form, and shall submit the form with the Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Bid.

1.23 NON-CONTINGENT FEE

1.23.1 Bidder warrants that it has not been employed or retained company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

1.24 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

1.25 QUALIFICATIONS STATEMENT

1.25.1 Each Bidder shall submit the Qualifications Statement and submit the same with his Bid. Failure to submit the Qualifications Statement and the documents required there under with the Bid may constitute grounds for rejection of the Bid.

1.26 CONTRACT TIME

1.26.1 The work to be performed under the Contract shall be commenced within 15 days of the issuance of a notice to proceed or permit approval.

1.26.2 The number of days, which the work is to be substantially completed, is one hundred twenty **(120)** consecutive calendar days from the date of the commencement of the Contract time as specified in the Notice to Proceed. Final Completion shall be within one hundred fifty **(150)** consecutive calendar days from the date of the commencement of the contract time as specified in the Notice to Proceed.

1.26.3 By virtue of the submission of his Bid, Bidder agrees and fully understands that the

completion time of the work of the Contract is an essential and material condition of the contract, is familiar with the project and the project site and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

1.27 LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

1.27.1 **Because of the difficulty of determining damages for late performance with any precision, the Successful Bidder agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Bidder shall be liable to the CITY in the amount of One Hundred Fifty Dollars (\$150.00) for each and every calendar day the Substantial or Final completion of the work is delayed beyond the time provided in the Contract, as fixed and agreed upon liquidated damages and not as a penalty. Bidder agrees that CITY shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Bidder, the amount as such liquidated damages. The Successful Bidder agrees that this is not a penalty.**

1.28 SAFETY

1.28.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

1.28.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) All employees on the work site and all other persons who may be affected thereby.
- (b) The work and all materials and equipment incorporated therein.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

1.29 WARRANTIES

1.29.1 Warranty of Title: The Successful Bidder warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

1.29.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and

workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

- 1.29.3 Warranty of Fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 1.29.4 Warranty of Merchantability: The Successful Bidder warrants that the goods and facilities to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 1.29.5 Warranty of Performance: The Successful Bidder warrants that the goods and facilities shall meet the following performance requirements:
  - 1.29.5.1 The facilities and quality of construction are warranted to be free of all defects and fully operable in and in good working and aesthetic condition and of a quality which is equal to or better than similar facilities in the area which have been found by their owners to operate in a satisfactory manner.
- 1.29.6 Warranty of Material and Workmanship: In addition and as supplement to the above and all other warranties, the Successful Bidder warrants all material and workmanship for a minimum of one year from date of completion and acceptance by the CITY. If within one year after acceptance by the CITY, or within such larger period of time as may be prescribed by law, or applicable technical specifications, any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the CITY to do so, promptly correct the work unless the CITY has previously given the Successful Bidder a written acceptance of such condition. This warranty does not limit or impair the continuing obligation of CONTRACTOR to indemnify and hold the CITY harmless from all liability or causes of action and any damages of any kind whatsoever, including but not limited to consequential damages, resulting from CONTRACTOR's errors or omissions and is in addition to that warranty.
- 1.29.7 The Successful Bidder warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 1.29.8 The Successful Bidder warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 1.29.9 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- 1.29.10 The Successful Bidder warrants that there has been no violation of copyrights or patent

rights either in the United States of America or in foreign countries in connection with the work of the Contract.

1.29.11 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

1.30 RISK OF LOSS

1.30.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of the completed project and facilities to the CITY, and inspection and final acceptance of the entire project by CITY. Title to all goods, chattel and facilities shall pass to CITY upon delivery and acceptance of the goods by CITY as evidenced in writing.

1.31 PERMITS, FEES AND NOTICES

1.31.1 The successful Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. City of Parkland Permit Fees shall be waived, except re-inspection fees.

1.31.2 The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder' compliance with any laws or regulations.

1.32 CLEANING UP

1.32.1 The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY.

1.32.2 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE CITY OF PARKLAND

The City of Parkland has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the City of Parkland shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Barbara Herrera, Waste Management Government Affairs Manager at (954) 984-2000 or [bherrera@wm.com](mailto:bherrera@wm.com).

For further information related to bid specifications related to solid waste franchise requirements, please refer to the Waste Management Franchise Agreement.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE CITY OF PARKLAND, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE CITY OF PARKLAND'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

### 1.33 DELAYS AND EXTENSIONS OF TIME

- 1.33.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived. Any claims for extension of time shall be solely for that time which directly impacts the critical path as determined by the City and accompanied by such documentation supporting such claim. A claim for time that does not impact the critical path of the project as determined by the City shall not be considered. Failure of the CITY to grant an extension of time shall not be a cause for stopping or delaying the progress of the work.
- 1.33.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays. An extension of time shall be CONTRACTOR's sole remedy for any delays; there shall be no claim to damages against CITY by CONTRACTOR for delays of any nature.

### 1.34 DEFAULT

- 1.34.1 **In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by registered, certified mail or hand delivery to CONTRACTOR's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.**

### 1.35 TERMINATION FOR CONVENIENCE OF CITY

1.35.1 Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

1.36 ASSIGNMENT

1.36.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

1.37 APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS & SITE

1.37.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder, its officers, agents, employees, and contractors must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and affect of these laws and regulations on the site and the project. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. It shall be the duty of the Successful Bidder to thoroughly investigate all aspects and requirements of the site, project and specifications prior to submitting a bid. Submission of a bid shall constitute a statement that the Bidder has fully conducted all necessary inspections, reviews, and investigations.

1.38 MISTAKES

1.38.1 Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.

1.39 BID SECURITY

1.39.1 Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Parkland on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the CITY and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Base Bid (including any allowances) exclusive of any bid alternates. The City reserves the right to reject any and all security tendered to the City.

- 1.39.2 The ITB Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the ITB Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Bonds within **fifteen (15) calendar days** of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the ITB Security shall be forfeited. ITB Security will be returned to unsuccessful Bidder upon execution of a Contract with the successful Bidder. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.
- 1.39.3 The ITB Security filed with the Bid shall be forfeited in its entirety to the CITY as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within **fifteen (15) calendar days** of the Contract Award.

1.40 PAYMENT AND PERFORMANCE BONDS

- 1.40.1 Within **fifteen (15) calendar days** after the Contract Award or prior to commencement of any work, whichever is sooner, the Successful Bidder shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A  
Financial Size – VIII

- 1.40.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. The bond shall insure payment of laborers, material suppliers, and subcontractors and the timely completion of the project and be in

a form acceptable to the City.

- 1.40.3 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. **ALL BONDS MUST BE APPROVED BY THE CITY ATTORNEY.**
- 1.40.4 Failure of the successful Bidder to execute a Contract, file any required Performance and Payment Bonds shall be just cause for the annulment of the award and the forfeiture of the ITB security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

#### 1.41 INDEMNIFICATION

##### 1.41.1 GENERAL INDEMNIFICATION:

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

- 1.41.2 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages set forth in Section 42 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

##### 1.41.3 PATENT AND COPYRIGHT INDEMNIFICATION

Successful Bidder agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses

arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract. This provision shall survive the termination of this contract.

- 1.41.4 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. This provision shall survive the termination of this contract.
- 1.41.5 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

#### 1.42 INSURANCE

- 1.42.1 Bidder must submit copies of their current certificate(s) of insurance together with the Bid. The successful Bidder shall not commence operations until certification or proof of the insurance requirements have been received and approved by the Purchasing Department. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Department.
- 1.42.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT ADDITIONAL CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF PARKLAND IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable by the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail. Such notice shall constitute a default by the Successful Bidder.
- 1.42.3 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Parkland City Commission by naming CITY and the Parkland Commission as additional insured's under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 1.42.4 The Successful Bidder shall procure and maintain, at its own expense, and keep in effect during the full term of the Contract a policy or policies of insurance, which must include the following coverage, and minimum limits of liability:
  - (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the

United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of five hundred thousand xx/100 dollars (\$500,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (b) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

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

- (c) Commercial General Liability with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

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. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

- 1.42.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability - A  
Financial Size - VIII

- 1.42.7 In addition to the above referenced insurance requirements for the successful Bidder, the successful Bidder shall require each of its subcontractors of any tier to maintain the insurance required herein, with the exception that the minimum limits of liability shall be reduced to \$100,000.00 / \$200,000.00 (under FS 768.28) for all coverage's (Worker's Compensation, Comprehensive Automobile Liability and Comprehensive General

Liability). The successful Bidder shall provide verification thereof to City upon request of City.

- 1.42.8 CONTRACTOR shall furnish to CITY's PURCHASING DEPARTMENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within seven (7) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within seven (7) calendar days shall provide the basis for the termination of the Contract.
- 1.42.9 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 1.42.10 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.
- 1.42.11 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.
- 1.42.12 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 1.42.13 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 1.42.14 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 1.42.15 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 1.42.16 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

1.43 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

1.43.1 Bidder agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.44 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

1.44.1 All bid protests shall be filed and processed as set forth in Section 2-145 of the City Code.

1.45 LEGAL REQUIREMENTS

1.45.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person (s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

1.45.2 The Legal Advertisement, Notice of Request for Bid, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidder, Exhibits, Addenda and any other pertinent document form a part of this ITB and by reference are made a part of any response to this ITB.

1.46 BACKGROUND CHECKS

1.46.1 The City reserves the right to require background checks on any personnel assigned by the successful Bidder to perform services under this contract.

As per City Ordinance Sec. 2-142.4. – Criminal Background Checks, for any contracts which require a contractor, subcontractor, consultant or subconsultant to perform work in or on City property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonably warrant background checks, the City shall include a requirement with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property.

All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included with the bid documents, certifying that background checks have been completed for all employees as set forth in subsection (2) of the code and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (4) of the code shall perform work on City property as referenced above.

1.47 EMPLOYMENT VERIFICATION:

As per City Ordinance Sec. 2-143.12-Verification of Employment Status, except as otherwise set forth in law, for any competitive solicitations which contemplate a contractor, subcontractor, consultant or sub-consultant to perform work in or on city property shall include a requirement that the successful respondent to any competitive solicitation uses the services of E-Verify to confirm the legal status of all persons performing services. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the City.

1.48. PUBLIC RECORDS/ CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.**

**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 AT:**

**CITY CLERK**

**6600 University Drive**

**Parkland, FL 33067**

**(954) 757-4132**

**[cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org)**

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5. REQUEST FOR RECORDS; NONCOMPLIANCE.—

- (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
- (c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

1.48.1 Exemption from public records and public meeting requirements

Sealed Bids, bids, or replies received by the City pursuant to a competitive solicitation are exempt from the Public Records Law (F.S. § 119.07) until such time as the city provides notice an intended decision or within 30 days after opening the Bids, bids or final replies, whichever is earlier.

1.49 SUB-CONTRACTORS

1.49.1 If the Bidder proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the ITB response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

1.50 CONE OF SILENCE

1.50.1 A Cone of Silence shall be in effect during a competitive solicitation beginning upon advertisement for requests for bids, requests for qualifications and complete bids. The cone of silence shall terminate at the time City Commission makes final award of bid or gives final approval of contract or contract amendment, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation. The cone of silence shall continue through the negotiation phase for requests for bids and requests for qualifications and shall not end until the Commission gives final approval on the contract.

1.50.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any person or group or persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

1.50.3 The cone of silence shall not apply to written or oral communications with legal counsel for the City or the City's Purchasing Department.

1.50.4 Any action in violation of this section shall be cause for disqualification of the bid or the bid. The determination of a violation shall be made by the City Commission.

1.51 MINORITY PARTICIPATION

1.51.1 *Disadvantaged Business Enterprises (DBE) participation.* Bidders are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse Bidder. Bidder shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The city will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

1.52 LOCAL PREFERENCE

1.52.1 For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, were a non-local business is the highest ranked Bidder and the ranking of a local Bidder is within five (5%) of the ranking obtained by the non-local Bidder, the highest ranked local Bidder (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked Bidder, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) The business has held a valid City Business license for at least one (1) year prior to the date of application; and
- (c) The business maintains its status as a local Bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

1.53 DRUG FREE WORKPLACE

1.53.1 In accordance with Florida Statute 287.087, preference shall be given to business with Drug-free workplace programs.

1.54 COMPLIANCE WITH LAWS

1.54.1 The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such violation.

1.55 ADDITIONAL PROVISIONS

1.55.1 Cancellation of Bids

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the Invitation to Bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City

1.55.2 Withdrawals of Bids

- (a) Any Bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Purchasing Director, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception- the bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

1.56 SPECIAL CONDITIONS

1.56.1 Any and all special conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

1.58 SCRUTINIZED COMPANIES

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the

Agreement.

- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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**SECTION 2 - BID FORMAT**

**2.1 GENERAL BACKGROUND**

Include Current Name, Address, Telephone number and Email Address of Contractor:

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Previous Name and/or Address of Contractor, if any:

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Current President or Chief Executive Officer: \_\_\_\_\_

Years in that position: \_\_\_\_\_

Number of Permanent Employees: \_\_\_\_\_

How many years has your organization has been in business as a General Contractor? \_\_\_\_\_

Under what other former names has your organization operated (if any)? \_\_\_\_\_

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If a Corporation, please complete the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice-Presidents name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_

If an individual or partnerships answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name and address of all partners (state whether general or limited partnership):

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If other than a corporation or partnership, describe organization and name principals:

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Name and addresses of current affiliated companies (parent, subsidiary, divisions):

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## 2.2 FINANCIAL STATUS

### 2.2.1 Bankruptcies

- a. Has the Contractor or any of its parents or subsidiaries ever had a Bankruptcy Petition filed in its name, voluntary or involuntary? (If yes, specify date, circumstances and resolution)

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- b. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution)

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### 2.2.2 Loans

- a. Is the Contractor currently in default of any loan agreement or financing agreement with a bank, financial institution, or other entity. (If yes, specify date, circumstances and a resolution)

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## 2.3 BONDING

What is the Contractors current bonding capacity with a contract surety company or a single project?     \$ \_\_\_\_\_

In the aggregate?     \$ \_\_\_\_\_

Please identify the Contractors surety company and the current line of bonding credit that the company has extended to the Contractor:

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Name, address and telephone number of current surety agent or underwriting contact.

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Have Performance Bond claims ever been made to a surety for this Contractor or any project past or present?

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If answer to above question is yes, please describe claim, the name of the company or person making the claim and the resolution of the claim.

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In the past five (5) years, has the surety company refused to bond the Contractor on any project? (If answer is yes, specify reasons given for refusal and the name and address of the surety company that refused to bond).

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In the past five (5) years, has the surety company refused to bond the Contractor's parent, or subsidiaries on any project? (If the answer is yes, specify reasons given for refusal and the name and address of the surety company that refused to bond).

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2.4 PROPOSED PROJECT PERSONNEL

Proposed Project Manager:

a. List the name, qualifications and background of your proposed project manager for this project. Please provide proposed Project Manager's resume that includes the names and addresses of the companies he/she has been affiliated with in the last ten (10) years.

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b. Proposed Project Manager's resume should also list at least three (3) projects, by size, type and duration that they have supervised in the last ten (10) years for the Contractor or for another company

Proposed Superintendent:

a. List the name, qualifications, and background of your proposed superintendent (if different from project manager). Please provide proposed Superintendent's resume that includes the names and addresses of the companies he/she has been affiliated with in the last ten (10) years.

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b. Proposed Superintendent's resume should also list at least three (3) projects, by size, type and duration that they have supervised in the last ten (10) years for the Contractor or for another company.

Current/Projected Workload: Provide Contractor's current availability for project based on current/projected workload:

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2.5 LEGAL PROCEEDINGS

a. Arbitration:

List all construction arbitrations demands filed by, or against the Contractor in the past ten (10) years, and identify the nature of claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

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b. Lawsuits:

List all construction-related lawsuits (including but not limited to personnel injury litigation) filed by, or against the Contractor in the past ten (10) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

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2.6 REFERENCES

The CITY requires submittal of at least five (5) references (preferably municipal) from the Contractor and applicable Subcontractors of which the bid is based to be submitted with the bid on provided form (References must include name, job title, email address and telephone number of contact person(s)). **Do not include the City of Parkland or City of Parkland employees as references.**

- (a) Business Trade References
- (b) Bank References
- (c) Relevant Experience Reference (Minimum of three (3) references which demonstrate experience as a General Contractor for work of a similar scope performed in Florida in the last 10 years.)
- (d) Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.

2.7 LICENSES AND INSURANCE REQUIREMENTS

2.7.1 Contractor must enclose copies of their Florida General Contractors license Certificate of Competency

2.7.2 Contractor must enclose copies of Current Certificates of Insurance for General Liability, Auto Liability and Workers Compensation

2.8 COMPANY EXPERIENCE- SIMILAR PROJECTS

List all projects of reasonably similar nature, scope, and duration performed by your company in the last ten (10) years.

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## SECTION 3 - CONSIDERATION OF AWARD

### 3.1 CRITERIA FOR AWARD

3.1.1 The award of the bid shall be to the lowest, responsive, and responsible bidder that is in the best interest of the City. In determining the lowest, responsive, and responsible bidder, in addition to price, the City shall consider the following:

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
4. The quality of performance on previous public or private contracts of similar type.
5. The previous and existing compliance by the bidder with laws and ordinances relating to this contract.
6. The ability of the bidder to provide future maintenance and service.

\*Tie bids. The tie may be broken and the successful Bidder selected by the following criteria presented in order of importance and consideration:

1. Quality of the items or services if it is ascertainable.
2. Time of delivery if provided in the bid.
3. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that vendor whose bid was received first as indicated by the time stamp on the envelope containing the bid.

The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City of Parkland.

### 3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES

City staff shall evaluate bids and report to the Commission the results of the evaluation.

3.2.1 COMMISSION ACTION: The City Commission shall review the staff evaluation and award to the lowest, responsible, and responsive Bidder in the best interests of the City unless the said bid received is under fifty thousand dollars (\$50,000.00) where the Purchasing Director is then authorized to award said bid to the lowest, most responsive Bidder, that is in the best interest of the City and is authorized to enter into a contract with the Bidder.

3.2.2 After award of the contract, the Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and/or a Notice to Proceed issued by the Contract

Administrator. The first Notice to Proceed and/or Purchase Order will not be issued until Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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## SECTION 4 - SPECIAL CONDITIONS

### 4.1 OWNERSHIP OF DRAWINGS

- 4.1.1 All drawings, specifications and copies thereof furnished by the CITY are the CITY's property. They are not to be used on other work and with the exception of the signed contract sets, are to be returned to the CITY on request at the completion of the work.

### 4.2 SPECIAL HURRICANE PRECAUTIONS

- 4.2.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane or other severe weather warning or alert, all construction materials or equipment shall be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such protection purposes, normal construction procedures or uses of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment shall be secured by guying and shoring, by tying down loose materials, equipment and construction sheds. Any openings in the buildings envelope related to work performed under this contract at the time of a hurricane or severe weather warning or alert shall be sufficiently secured by Contractor to prevent storm related wind, water and debris from causing damage through such opening.

### 4.3 CONTRACT TIME AS IT RELATES TO LIQUIDATED DAMAGES

- 4.3.1 Upon failure of the CONTRACTOR to complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to the CITY the sum of one hundred and fifty dollars (\$150.00) for each calendar day after the time specified in subsection 27 of the Instructions to Bidder (which is part of the Contract). These amounts are not penalties but liquidated damages to the CITY. 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 the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above stated liquidated damages will apply separately to each portion of the project for which a time of completion is given.

- 4.3.2 The CITY is authorized to deduct liquidated damage amounts from the moneys due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.
- 4.3.3 In addition to liquidated damages, the CONTRACTOR shall also be responsible for reimbursing the CITY, in addition to liquidated damages, for all costs incurred by the City in administering the construction of the project beyond the completion date specified above or beyond an approved extension of time granted to the CONTRACTOR, whichever date is later. Such costs shall be deducted from the moneys due the CONTRACTOR for performance of work under this Contract by the CITY for disapproval.
- 4.3.4 The CONTRACTOR also recognizes that damages for faulty or defective workmanship may exceed the cost of repair and waives any defenses relative to the economic loss rule or any defense that the CITY's claim for damages due to faulty or defective work are limited in any way to the cost of repair; the CITY shall have the right to recover all consequential or special damages of whatsoever damages.

4.4. SUPPLEMENTAL CONDITIONS

4.4.1 Contract Documents

- a. All drawings provided shall be part of Contract Documents. The Specifications shall be a part of the Contract Documents, as shall the bid packet, the bid, and the contract and general conditions, drawings, and specifications.
- b. CONTRACTOR shall check computed dimensions and follow same in preference to scaled dimensions. Computed dimensions shall have precedence over scale dimensions and large scale drawings over small drawings. Architectural and structural drawings shall take precedence over mechanical, electrical, plumbing and fire protection drawings for dimensions. All discrepancies shall be reported in writing to the City and verify all field measurements.
- c. In the event that there is ambiguity, conflict or disagreement relating to items or arrangements to be furnished under the Contract Documents, the City will determine which takes precedence. It is understood that the CONTRACTOR shall furnish the items or arrangements of greater quantity, better quality, or higher costs as conclusively determined by the City.

- d. For the purposes of all Contract Documents the word "PROVIDE" shall mean that the CONTRACTOR shall install, furnish and connect up complete in operative conditions and use, all materials, equipment, apparatus, and required appurtenances of the particular item to which it has reference.
- e. Any work included by reference made in any Section to another Section of the Specifications shall be included as work under the Contract whether or not it is called for under the Section referred to. Failure of cross-referencing any item in applicable Sections shall not relieve the CONTRACTOR from obligation to furnish and install such items or work.
- f. The Contractor shall be responsible for having taken steps reasonably local conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional expense to the City. The City assumes no responsibility for any understanding or representations concerning conditions made by any of Contractor's officers or agents prior to the execution of the Agreement, unless such understandings or representation by the City are expressly stated in the Agreement.

#### 4.5 OWNER

- a. The City reserves the right to take possession and use any completed or partially completed portion of the Work regardless of the time of completion of the work, providing it does not interfere with the Contractor's work. Such possession or use of the work shall not be construed as final acceptance of the Work or any portion thereof.

#### 4.6 CONTRACTOR

- a. "The CONTRACTOR shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor is aware of the errors, inconsistencies or omissions or where the errors, inconsistencies or omissions are patent and obvious and as a result of their patent and obvious nature, it would be unreasonable for a Contractor to fail to recognize such error, inconsistency or omission, and the Contractor fails to report it to the City.
- b. Where there is a conflict in or between the drawings and specifications, the Contractor shall be deemed to have estimated

on the more expensive way of doing the work and the larger quantity required.

- c. To all applicable sections of the specifications where preparatory work is part of work thereon, contractor shall carefully examine surfaces over which Contractor's finished work is to be installed, laid or applied, before commencing with work. Contractor shall report in writing to the City any conditions, which may affect satisfactory execution of its work or endanger its permanency.
- d. Contractor shall not proceed with said work until defective surfaces on which work is to be applied are corrected satisfactorily to the City. Commencement of work shall be considered acceptance of surfaces and conditions.
- e. "Or Approved Equal" Clause: Where several items of material, manufacturers, fabricators are specified by name for specific use, CONTRACTOR may elect for use any of those specified, except as described in Paragraph hereinafter.

Where in these Specification names of particular products, manufacturers, and materials are specified by a brand or trade name, such has been done to establish required quality and type. DURING BID PERIOD ONLY, unless another time of submittal is specifically identified in the technical specifications, Bidder may request to the City to consider another brand or trade name providing such substitution request is made in writing to the City at least ten (10) calendar days prior to the Bid Opening Date. Bidder shall be fully responsible for providing an itemized comparison of the salient characteristics of the proposed substitution with those of the specified brand or trade name, sufficient to demonstrate "equal" qualities to the City's satisfaction. Incomplete or inadequately documented requests will not be approved. No Addenda listing approved substitutions will be issued later than seven (7) calendar days prior to the date for receipt of bids. "NAMED PRODUCTS" are indicated on plans and in specifications by use of the manufacturer's name for a product, including such items as make, model or color, etc. These items may appear on finish schedule legend, material details, etc. on these plans. These items take precedence over generic material listed in the specification manual. These items are not to be substituted without written approval of the City as specified above.

After the Contract has been executed, the City will not consider any requests for the substitution of products in place of those specified, except for extended strikes (length as determined by The City) or out of business, or other unusual or extraordinary circumstances as determined in the sole discretion of the City. Any reviews requested for substitutions after execution of Contract will be performed

by the City on an hourly fee basis. An hourly rate of \$150.00 per hour will be charged to the General Contractor.

- f. By making requests for substitutions based on Subparagraph 5 (e.) immediately above, the Contractor:
  - represents that Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified;
  - represents that Contractor will provide the same guarantee for the substitution that Contractor would for that specified;
  - certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts and excludes the City's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
  - will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
- g. Each Subcontractor shall carefully lay out his own work on the job site and verify all field measurements and make required provisions for work of other Subcontractors. Offsets shall be made subject to the City's approval wherever it is necessary to clear finished rooms, structural members and/or other obstructions.
- h. Workmanship shall be provided to the satisfaction of the City in best and most modern available methods and in a workmanlike manner.
- i. As part of the warranty, it is expressly understood and agreed that the Contractor warrants their work and labor in every respect for a period of one (1) year from the date of final acceptance.
- j. All guarantees or warranties shall survive any acceptance of the work and are specifically not deemed waived by payment or acceptance of work.

#### 4.7 TAXES

- 4.7.1 Sales Tax Recovery: This project is not exempt from State or Local Sales and Use Tax. All materials and equipment incorporated and used in the construction of the work and becoming a permanent part of the project are subject to State and Local Sales and Use Tax. It shall be the Bidder's

sole responsibility to incorporate into the bid any and all of the applicable taxes.

The City of Parkland is exempt from payment of State and Local Sales and Use Tax on building materials and equipment purchased directly by the City of Parkland. Any State and Local Sales and Use Tax on items not purchased directly by the City will be paid for by Contractor. The City of Parkland shall have the option (at its sole discretion) of purchasing all or any portion of the materials and equipment included in each construction contract directly from the manufacturer or supplier in accordance with the following procedure:

The Contractor will provide to the City of Parkland, a list of the major equipment and materials included in the project, along with the Contractor's cost of same from vendors and/or suppliers. The City of Parkland shall review this list and determine which items of equipment and materials, if any, the City of Parkland will purchase directly.

The Contractor agrees to comply with the Sales Tax and Recovery Program should the City of Parkland decides to exercise its option to purchase the materials directly from the vendors. The cost of materials, purchased by the City of Parkland, and sales tax will be deducted from this contract by Change Order. The value of the sales tax savings is not to be used in calculating the lump sum contract price. Upon determination by the City of Parkland that an item will be purchased directly by the City of Parkland, such item shall be procured as follows:

- a. The City of Parkland will issue a purchase order directly to manufacturer or supplier (vendor) which purchase will be in the name of the City of Parkland;
- b. The City of Parkland's purchase order will clearly state the purchase is exempt from sales tax pursuant to the City of Parkland's sales and use tax exemption certificate;
- c. Acknowledgment of receipt of the item and approval for payment will be documented by an official of the City of Parkland or an authorized agent of the City of Parkland;
- d. The vendor will invoice the City of Parkland directly for payment and payment will be made directly by the City of Parkland to vendor;
- e. Title to equipment and materials will vest in the City of Parkland upon receipt;

- f. The cost, including sales tax, of the materials that the City of Parkland directly purchases under the Sales Tax Recovery Program will be deducted by change order from the price of the contract between the City of Parkland and the Contractor; and
- g. The Contractor shall purchase builder's risk insurance for the Project which policy has been endorsed to provide that the City of Parkland is sole beneficiary of the proceeds in the event of a loss.

Based on the foregoing, the legal incidence of the sales tax is directly upon the City of Parkland for building materials the City of Parkland desires to purchase where the purchases are made pursuant to the Sales Tax Recovery provisions of the construction contract. Such purchases made pursuant to the construction contract may be made exempt from sales tax under s. 212.08(6), F.S.

#### 4.8. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.8.1 No time extensions will be allowed to the Contractor for re-submittals of shop drawings, product data and samples.
- 4.8.2 All shop drawings, diagrams, schedules, illustrations, charts, brochures and other data specifically prepared for the work by the Contractor transmitted to the CITY shall be subject to Florida Public Records Law.
- 4.8.3 If after initial two submittals of a shop drawing are rejected by The City, subsequent reviews will be billed on an hourly rate to General Contractor. Funds from Contract Sum will be withheld. Contractor to provide thorough review and checking of all submittals prior to delivery to The City.

#### 4.9. ADMINISTRATION OF THE CONTRACT

- 4.9.1 Should the Contractor fail to request interpretations of questionable items in the Contract Documents, the City will not thereafter entertain an excuse for failure to execute the Work in a satisfactory manner.
- 4.9.2 Under no circumstances shall failure to act on a claim constitute a basis for suspension of work by Contractor unless directed in writing by CITY.

#### 4.10. SUBCONTRACTORS

- 4.10.1 Subcontractor as used herein shall be as defined in Florida Statute 713.01(16). Subcontractor means a person other than a material supplier or a laborer who enters into a Contract for the performance of any such Contractor's Agreement".

#### 4.11. PAYMENTS AND COMPLETION

- 4.11.1 The Contractor warrants the title to all Work covered by an Application for Payment will pass to the City no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the City and the City's property from any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors or their Subcontractors, regardless of tier, materials, equipment, services or supplies relating to the Work, and from all cost and expenses, including attorneys and consultants' fees incurred by the City in evaluating or defending against such liens, claims security interests or encumbrances.
- 4.11.2 Partial payments to the Contractor for labor performed and material installed under either a unit or lump sum price Contract shall be made at the rate of ninety percent (90%) of the Contract Sum.
- 4.11.3 When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the City; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense, if not covered by builder's risk policy.
- 4.11.4 These disclaimers relate to any defenses or claims made by Contractor relative to the effect of the City's Certificate for Payment but in no way relieve The City from its obligations as set forth in the Contract; however those obligations in no way affect the obligations or duties of Contractor and shall not serve as a defense which may be interposed by Contractor against any claim by CITY.
- 4.11.5 Contractor shall not be entitled to and does hereby waive any prejudgment interest to which it might be entitled should CITY, on the basis of The City's determination, withhold any payment, in whole or in part, claimed to be due.
- 4.11.6 Failure by the CITY to pay the amount of any pay request shall not be cause for suspension of work by Contractor provided the CITY pays the amount determined by The City to be due based upon Contractor's performance.
- 4.11.7 No payment shall waive a claim that work is not according to the specifications or workmanlike unless such circumstance is open and obvious.
- 4.11.8 Contractor is required to submit release of liens from subcontractors for the total amount paid to subcontractors on the previous pay request. The

Contractor is also required to provide a release of lien for the total amount of the previous pay request. No pay requests will be processed without all releases for the previous pay request.

4.11.9 No final payment will be made until all warranties, releases of liens, guarantees, and as-built drawings are submitted by the Contractor and approved by the City.

#### 4.12 PROTECTION OF PERSONS AND PROPERTY

4.12.1 Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the Contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice in advance to the department of the CITY having charge of any property or utilities owned by the CITY and to any other OWNER or OWNER's of public or private property or utilities when they will be affected by the work to be performed under this Contract. The Contractor shall make all necessary arrangements with such department, departments, OWNER or OWNER's for the removal and/or replacement or protection of such property or utilities.

4.12.2 The Contractor shall immediately remedy damage and loss (other than damage or loss insured under property insurance required by Contract documents) to:

- a. work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractor or Sub-subcontractors.
- b. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- c. The Contractor shall at all times guard against damage or loss to City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Contract Administrator or his/her designee.
- d. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall

result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.

- e. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

4.13 MISCELLANEOUS PROVISIONS

- 4.13.1 Contract shall be governed by the laws of the State of Florida and venue shall lie in Broward County.

END OF SECTION

**ATTACHMENT “A”  
FEE BID**

Proposed Schedule of Items  
**(Preferably to be provided with your bid submittal;  
Otherwise to be provided no later than three (3) days upon request).**

This project consists of the remodel of the Multipurpose area in City Hall with approximately 2,257 square feet. Partial height partitions, with some partial glass walls, will be installed for additional office divisions and all floor finishes will be removed and replaced. Minor alterations will be conducted to the existing Acoustic Ceiling Grid and Tile. All new and remaining partitions in the area will be prepared and painted. The Air Conditioning system will be modified and balanced as provided in the documents.

The Deduct Alternate No. 1 will provide for new floor finishes in the following spaces: 137, 137A, 141, 142, 143 & 146 ONLY. All other spaces will be existing floor finishes to remain.

The Contractor understands and agrees that the total price is the lump sum cost to furnish and install all of the work complete in place. The schedule of values and quantities of the principal elements provided within the Bid Schedule are for establishing Unit Costs. The Contractor is solely responsible for determining the quantities and understanding that any items not included shall be considered incidental and are to be included within the Total (Lump Sum) price. The schedule of items is to be completed by the bidder for the purpose of Bid Evaluation; and when initiated by the City, the pricing of change order contract/plan changes. **The Grand Total (Lump sum) pricing calculated by the Contractor for the Base Proposal and any of the Alternates shall be inclusive of all General Conditions for the duration of the project.**

The Contract Time for all work related to the Grand Total (Lump Sum) pricing shall be one hundred twenty (120) consecutive calendar days for substantial completion and one hundred fifty (150) calendar days for final completion.

**Restoration** of all disturbed areas due to the work must be included in proposal amount. It is expected that the proposer will visit and fully examine the site to determine the existing conditions before submitting their proposal.

Item No.	Item Description	Unit	Design Estimate Total Quantity	Contractor Determined Total Quantity	Unit Price	Total Amount
	<b>HARD COSTS &amp; CONSTRUCTION COSTS</b>					
	<b>DIV 01 – GEN’L CONDITIONS</b>					
001000	Project Administration	LS	1.0			

001000	General Conditions	LS	1.0			
015000	Temporary Facilities & Controls	LS	1.0			
015010	Temp Jobsite Protection	LS	1.0			
015020	Mobilization	LS	1.0			
015030	Maintenance of Traffic	LS	1.0			
015040	Insurance Coverages	LS	1.0			
	<b>DIV 01 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 02 - SITE WORK</b>					
	<b>Survey</b>					
	Estimated Survey Costs	LS	1.0			
	<b>Demolition</b>					
	<i>(see division subtotals below)</i>					
002000	Building Demolition	LS	1.0			
	<b>Testing &amp; Permit Fees</b>					<b>\$</b>
	Estimated Testing Costs	LS	1.0			
	<b>DIV 02 ESTIMATED CIVIL COSTS SUBTOTAL</b>					<b>\$</b>
	<b>DIV 03 - CONCRETE</b>					
	<b>DIV 03 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 04 - MASONRY</b>					
	<b>DIV 04 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 05 - METALS</b>					
005000	Structural Steel cols (short C2's)	LS	1.0			
005100	Steel Int. partition framing	LS	1.0			
005110	Steel Int. partition frame	LS	1.0			
005120	Plates top & Bottom	LS	1.0			

	<b>DIV 05 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 06 - WOOD AND PLASTIC</b>					
006100	Rough Carpentry, Furring	LS	1.0			
006200	Finish carpentry Doors, casings	LS	1.0			
006210	Finish Carpentry cabinets	LS	1.0			
006220	Finish Carpentry Counter tops	LS	1.0			
	<b>DIV 06 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 07 - THERMAL &amp; MOISTURE PROTECTION</b>					
007100	waterproofing doors windows	LS	1.0			
007200	Roof / Ceiling Insulation	LS	1.0			
007210	Wall Insulation	LS	1.0			
007300	Weather barriers	LS	1.0			
007400	Fire Stop – all penetrations	LS	1.0			
	<b>DIV 07 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 08 - OPENINGS</b>					
008010	Doors Interior	LS	1.0			
008200	Glazing Interior	LS	1.0			
	<b>DIV 08 SUBTOTAL</b>					<b>\$</b>
	<b>DIVISION 09 - FINISHES</b>					
009210	Vinyl Floor – IT Office	LS	1.0			
009220	Resilient base- Entrance area	LS	1.0			
009230	Carpet Squares/Planks	SF	1.0			
009300	Acoustical ceilings new	LS	1.0			
009310	Acoustical ceilings Remodel existing area	LS	1.0			

009400	Paint Interior Trim	LS	1.0			
009410	Paint Interior	LS	1.0			
	<b>DIV 09 SUBTOTAL</b>					\$
	<b>DIV 10 - SPECIALTIES</b>					
10 44 00	Fire Extinguishers - Building	LS	1.0			
10 14 00	Signage - Building	LS	1.0			
	<b>DIV 10 SUBTOTAL</b>					\$
	<b>DIV 11 - EQUIPMENT</b>					
	<b>DIV 11 SUBTOTAL</b>					\$
	<b>DIVISION 12 - FURNISHINGS</b>					
	<b>DIV 12 SUBTOTAL</b>					\$
	<b>DIV 13 - SPECIAL CONST.</b>					
013100	Special Construction - Building	LS	1.0			
013900	Fire Alarm System Adjustment	LS	1.0			
013910	Wet-Pipe Fire Suppression Sprinkler Remodel	LS	1.0			
	<b>DIV 13 SUBTOTAL</b>					\$
	<b>DIV 14 - CONVEYING SYS</b>					
	n/a					
	<b>DIV 14 SUBTOTAL</b>					\$

	<b>DIVISION 15 - MECHANICAL</b>					
015100	Plumbing - Building	LS	1.0			
015200	HVAC System	LS	1.0			
	<b>DIV 15 SUBTOTAL</b>					<b>\$</b>
	<b>DIV 16 - ELECTRICAL</b>					
016100	Electrical - Building	LS	1.0			
	<b>DIV 16 SUBTOTAL</b>					<b>\$</b>
	<b>SUB-TOTAL CONSTRUCTION</b>					<b>\$</b>
	<b>PERFORMANCE BOND</b>					<b>\$</b>
	<b>PAYMENT BOND</b>					<b>\$</b>
	<b>BUILDING PERMIT FEE, CONSTRUCION TRAILER PERMIT &amp; SPECIALTY INSPECTOR ALLOWANCE</b>					<b>(\$ xxx.xx)</b>
	<b>SUB-TOTAL CONSTRUCTION &amp; BONDS</b>					<b>\$</b>
	<b>CONSTRUCTION SURVEYING/STAKE-OUT/AS-BUILT</b>					<b>\$</b>
	<b>CONSTRUCTION MATERIALS TESTING</b>					<b>\$</b>
	<b>SUBTOTAL CONSTRUCTION &amp; BONDS / TESTING</b>					<b>\$</b>
	<b>GRAND TOTAL BASE HARD COST</b>					<b>\$0.00</b>
	<b>BUILDING S.F. COST BASED ON</b>	2,200	(G.T./2,200)	S/F Cost »»	<b>\$</b>	
	<b>DEDUCT ALTERNATE CONSTRUCTION COSTS</b>					<b>\$</b>

	<b>TOTAL CONSTRUCTION COST with DEDUCT ALTERNATE</b>					<b>\$</b>

**EXHIBIT "A"**  
**FEE BID**

The Price Bid shall include all labor, materials, equipment and incidentals necessary to complete all improvements as indicated and in accordance with the Contract Documents and Construction Plans.

**TOTAL BID**

(\$ \_\_\_\_\_ )  
*Total from Proposed Schedule of Items Form*

Bidder understands that the City reserves the right to reject any and/or all bids and to waive any informalities in the bid.

Bidder agrees that this bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of his bid, the Bidder will execute the formal contract within fifteen (15) days and deliver a Surety Bond or Bonds as required by the General and/or Supplementary Conditions.

The bid security attached is in the sum of five percent (5%) of the amount of the base bid is to become the property of the City in the event the contract and bond or bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expense to the City caused thereby.

The price bid shall be determined by the base bid plus the cost of any selected alternates chosen by the City of Parkland at time of Award of Contract.

The CITY reserves the right to select one or more Add Alternates at the time of Contract Award, or at any time(s) within 90 days of the contract commencement as specified in the Notice to Proceed. Add Alternate costs shall be honored by the successful Bidder for at least that length of time.

The CITY reserves the right to make field adjustments as necessary so long as adequate compensation is agreed upon, except when necessary modifications are the result of contractor's omissions.

**BID FORM**

PROJECT NAME: CITY HALL MULTIPURPOSE ROOM REMODEL

ITB NO.: 2020-07

SUBMITTED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF QUALIFYING AGENT: \_\_\_\_\_

FLORIDA STATE REGISTRATION NUMBER / BROWARD COUNTY CERTIFICATE OF COMPETENCY NUMBER: \_\_\_\_\_ / \_\_\_\_\_

The Bidder, having thoroughly and completely familiarized himself with all local site conditions affecting the cost of the work at the place where the work is to be done and with the related drawings, specifications, and other Contract documents, hereby proposes and agrees to furnish all construction, labor and materials, bonds, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete all work required for the construction of the project, all in accordance with the Contract documents, within the time set forth and at the prices stated below.

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done and has had sufficient time to make all tests and investigations; that he has examined the Bid Specifications and all addenda thereto furnished before the opening of the bid, as acknowledged below and that he has satisfied himself about the work to be performed and considered all obligations and costs attendant thereto; and that he has submitted the required Bid Guaranty and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Parkland, a municipal corporation of the State of Florida, on the form attached hereto to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this bid and other Contract Documents for the project entitled: "CITY HALL MULTIPURPOSE ROOM REMODEL" (ITB No. 2020-07)"

The Bidder also agrees to furnish the required Performance and Payment Guaranty for not less than the total bid price, and to furnish the required Certificate(s) of Insurance. The undersigned further agrees that if he fails to execute said Contract, or fails to furnish the required Performance and Payment Guaranty or fails to furnish the required Certificate(s) of Insurance within **seven (7) calendar days** after being notified of the award of the Contract to him, the money payable on the

bid guaranty accompanying his bid shall be paid into the funds of the City of Parkland, Florida.

Bidder understands that City reserves the right to reject any or all Bids and to waive irregularity in the bids. Failure to complete all items on this Bid Form will be cause for rejection.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two (2) years from doing business with CITY or Broward County, except as stated below:

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Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Bid Solicitation:

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

**BIDDER'S CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS of PROPOSER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
City State Zip

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal ID. No. or Social Security No. \_\_\_\_\_

**INDICATE WHICH TYPE OF ORGANIZATION BELOW:**

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Other \_\_\_\_\_

**AUTHORIZED SIGNATURE OF BIDDER**

\_\_\_\_\_  
Signature Printed Name

If individual list dba: \_\_\_\_\_

If Corporation include Corporate Name: \_\_\_\_\_

Attest: \_\_\_\_\_

(SEAL)

Corporate Secretary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

NOTARY PUBLIC:

STATE OF: \_\_\_\_\_ CITY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who is (who are) personally known  
to me or who has produced \_\_\_\_\_ as identification  
and  who did  did not take an oath.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY NAME, PRINTED, TYPED OR STAMPED: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## FLORIDA TRENCH SAFETY ACT

An act relating to safety standards for construction; creating the "Trench Safety Act"; providing for incorporation of current Occupational Safety and Health Administration trench safety standards as state trench safety standards; providing that the Department of Labor and Employment Security may adopt by rule any revised or updated versions of OSHA trench safety standards which are not inconsistent with state law; providing requirements with respect to contract bids for construction projects which contain trenches which exceed a certain depth; imposing certain requirements on contractors; providing an effective date.

Be it enacted by the Legislature of the State of Florida:

- Section 1. Short Title: This act may be cited as the "Trench Safety Act."
- Section 2. Intent: The purpose and intent of this act is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety.
- Section 3. The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R. s. 1926.650 Subpart P, are hereby incorporated as the state standards. The Department of Labor and Employment Security may, by rule, adopt updated or revised versions of those standards, provided that the updated or revised versions are consistent with the intent expressed in this act and section 553.72, Florida Statutes, and are not otherwise inconsistent with state law. Any rule adopted as provided in this section shall be complied with upon its effective date.
- Section 4. Trench excavations in excess of five (5) feet deep; required information: On all specific contracts for trench excavation in which such excavation will exceed a depth of five (5) feet:
1. The contract bid submitted by the contractor who will perform such excavation shall include:
    - a. A reference to the trench safety standards that will be in effect during the period of construction of the project.
    - b. Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.
    - c. A separate item identifying the cost of compliance with the applicable trench safety standards.
  2. A contractor performing trench excavation shall:
    - a. As a minimum, comply with the excavation safety standards, which are applicable to a project.
    - b. Adhere to any special shoring requirements, if any, of the state or other political subdivisions, which may be applicable to such a project.

- c. If any geo-technical information is available from the City, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the trench safety system which it will employ on the project. This paragraph shall not require the City to obtain geo-technical information.

Section 5. The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

Section 6. This act shall took effect on October 1, 1990.

**COST SUMMARY:**

Trench Safety	Units of Measure (Description)	Unit Measure	Unit (Quantity) (L.F.S.Y.)	Extended Cost	Cost
	_____	_____	_____	_____	_____
				TOTAL \$	_____

The aforementioned cost summary is for purposes of establishing the need for trench safety. The associated cost shall be considered incidental to the work and included within the related line items of the Bid Form.

In witness, the Bidder has set his signature and affixed his seal

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FIRM

BY: \_\_\_\_\_(SEAL)

TITLE:

## FOREIGN (NON-FLORIDA) CORPORATE STATEMENT

### FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.

- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprietorship or Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

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BIDDER' CORRECT LEGAL NAME

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SIGNATURE OF AUTHORIZED AGENT OF BIDDER

**BID BOND**

STATE OF FLORIDA }

} ss:

COUNTY OF BROWARD}

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto the City of  
Parkland, a municipal corporation of the State of Florida in the penal sum of \_\_\_\_\_% of the  
total project costs for \_\_\_\_\_ 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 and successors jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
the accompanying ITB, dated \_\_\_\_\_, 20\_\_\_\_\_.

For: \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said ITB shall be rejected, or in the alternate
- (b) If said ITB shall be accepted and the Principal shall properly execute and deliver  
to said CITY the appropriate Contract Documents, and shall in all respects fulfill  
all terms and conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall in no  
event exceed the amount of this obligation as herein stated.

**The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within**

which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN THE PRESENCE OF:

\_\_\_\_\_  
(SEAL)  
(Individual or Partnership Principal)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip)  
\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Principal)\*  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Surety)\*  
By: \_\_\_\_\_

\*Impress Corporate 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.

**SOLE PROPRIETORSHIP**

\_\_\_\_\_  
(SEAL)

(Individual's Signature)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A PARTNERSHIP**

\_\_\_\_\_  
(SEAL)

(Partnership Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A CORPORATION**

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_

(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

List the following in connection with the Surety, which is providing the Bid Bond:

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_  
Name and address of Surety's resident agent for service of process in:

\_\_\_\_\_  
\_\_\_\_\_

## REFERENCES

Please provide specific references for at least five customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Bidder: \_\_\_\_\_

1.    Organization: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Email Address: \_\_\_\_\_  
      Services provided: \_\_\_\_\_  
      Year of Service: \_\_\_\_\_
  
2.    Organization: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Email Address: \_\_\_\_\_  
      Services provided: \_\_\_\_\_  
      Year of Service: \_\_\_\_\_
  
3.    Organization: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Email Address: \_\_\_\_\_  
      Services provided: \_\_\_\_\_  
      Year of Service: \_\_\_\_\_
  
4.    Organization: \_\_\_\_\_  
      Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

Year of Service: \_\_\_\_\_

5. Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

Year of Service: \_\_\_\_\_

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

**SUBCONTRACTOR LIST**

Date: \_\_\_\_\_

City Hall Multipurpose Room Remodel

Dear \_\_\_\_\_:

The undersigned, hereinafter called Contractor has determined to his/her satisfaction that a listed subcontractor has been successfully engaged in this work, has successfully completed installations comparable to that required by this project, is qualified technically and financially to perform that work for which he is listed and is capable of being bonded by an approved Surety Company.

List the following subcontractors. If a section does not apply to project, place N/A in the "name and address of subcontractor" column.

<u>Section of Work</u>	<u>Name and Address of Subcontractor</u>
1. Underground Utilities/Drainage	_____
2. Paving and Grading	_____
3. Poured in Place Concrete	_____
4. Masonry	_____
5. Structural Steel	_____
6. Irrigation	_____
7. Lighting	_____
8. Electrical	_____
9. Other:	_____
10. Other:	_____
11. Other:	_____

In witness whereof, the Contractor has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

**DRUG-FREE WORKPLACE**

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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' Signature

\_\_\_\_\_  
Print Name and Title

**BACKGROUND CHECK & EMPLOYMENT VERIFICATION AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. \_\_\_\_\_ intends to enter into an agreement with the City of Parkland to provide the services detailed in ITB # \_\_\_\_\_.
4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to City property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.
7. I attest that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade.
8. I acknowledge and agree to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Subcontractor during the Agreement term. All cost(s) incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

By

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ who is personally known  
to me or who has produced \_\_\_\_\_ as identification and who  
did take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking  
acknowledgment)

\_\_\_\_\_  
(Name of officer taking  
acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

)ss:

County of \_\_\_\_\_ )

\_\_\_\_\_ (Name) being first duly sworn, deposes and says that:

(1) He/she is the \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_ (Company Name) the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bid, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida; County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_

*(Name(s) of individual(s) who appeared before notary)*

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

SEAL OF OFFICE

Personally known to me, or

Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

## QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company:			
Address:	City:	State:	Zip:
Telephone No.:		Fax No.:	
How many years has your organization been in business under its present name?			Years:
Are you operating under Fictitious Name ("dba")? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, submit evidence of compliance with Florida Fictitious Name Statute.			
Under what former name(s) has your business operated?			
At what address was that/those business(es) located?			
Are you Certified? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF CERTIFICATION			
Are you Licensed? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF LICENSE			
Are you claiming Minority Participation, as per Section 1.51? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Are you claiming Local Preference, as per Section 1.52? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Do you have the required insurance coverage's set forth in the ITB? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES			
Has your company or you personally ever declared bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, explain?			
Are you a: sales representative <input type="checkbox"/> distributor <input type="checkbox"/> broker <input type="checkbox"/> or manufacturer <input type="checkbox"/> of the commodities/services bid upon?			
Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, explain (date, service/project, bid title, etc.):			
Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:			
Have you ever been debarred or suspended from doing business with any governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:			

**AUTHORITY TO EXECUTE BID AND CONTRACT**

- A. If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Bid and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.
  
- B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_(Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)" The duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_(Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Parkland for: \_\_\_\_\_

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL) By: \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Parkland that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Bond# \_\_\_\_\_

**FORM OF PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That, pursuant to the requirement of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the City of Parkland, Florida, as Obligee, hereinafter called OWNER, in the amount equal to \_\_\_\_\_ 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 No.: \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with OWNER for \_\_\_\_\_ in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_ 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:

1. Fully performs the Contract between the CONTRACTOR and the OWNER for construction of \_\_\_\_\_ As detailed in the Contract, shall be substantially complete within 120 consecutive calendar days after the date of contract commencement as specified in the Notice to Proceed. Final Completion shall be completed within 150 calendar days from the date of Contract commencement.
2. Indemnifies and pays OWNER 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 and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; Whenever CONTRACTOR shall be, and declared by OWNER to be, in

default under the Contract, or the obligation described herein, the OWNER having performed OWNER'S obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- 2.1 Promptly complete the Contract in accordance with its terms and conditions; or
  - 2.2 Immediately obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the highest ranking Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the highest ranking Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (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. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
  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.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or

corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

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 formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

BY: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSURANCE COMPANY:

By \_\_\_\_\_  
Agent and Attorney-in-Fact  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, 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

\_\_\_\_\_

Printed, typed or stamped name of

Notary Public exactly as commissioned

\_\_\_ Personally known to me, or

\_\_\_ Produced identification:

\_\_\_\_\_

(type of identification produced)

\_\_\_ Did take an oath, or

\_\_\_ Did not take an oath

Bonded by:

CERTIFICATE AS TO CORPORATE PRINCIPAL

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 signature; and his/her 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)

**Bond #** \_\_\_\_\_

**FORM OF PAYMENT BOND**

**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 City of Parkland, Florida, as Obligee, hereinafter called OWNER, 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 No.: \_\_\_\_\_, awarded the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with OWNER for \_\_\_\_\_ in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

1. Indemnifies and pays OWNER 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 OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(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 his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his 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 he intends to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his 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.
- 2.3 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 formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

(Name of Corporation)

Secretary

By: \_\_\_\_\_

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESSES:

\_\_\_\_\_

(Name of Corporation)

\_\_\_\_\_

By: \_\_\_\_\_

Secretary

(Type Name and Title signed above)

IN THE PRESENCE OF;

\_\_\_\_\_  
\_\_\_\_\_

INSURANCE COMPANY:

By: \_\_\_\_\_  
(Agent and Attorney-in-Fact)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No. (\_\_\_\_) \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, 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 \_\_\_\_\_

(Printed, typed or stamped name of Notary Public exactly as commissioned)

Personally known to me, or

Produced identification:

\_\_\_\_\_

(type of identification produced)

Did take an oath, or

Did not take an oath

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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 signature; and his/her 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)

## PUBLIC ENTITY CRIME STATEMENT

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

I state that this Proposer complies with the above.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PARKLAND  
STATEMENT OF NO RESPONSE**

**ITB 2020-07**

If you are not proposing on this service/commodity, please complete and return this form to: City of Parkland, 6600 University Drive, Parkland, FL 33067. Failure to respond may result in deletion of your firm's name from the vendor database for the City of Parkland.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have declined to submit a bid on the above because of the following reasons:

\_\_\_\_\_ Specifications/Scope of work too "tight", i.e., geared toward brand or manufacturer only (explain below)

\_\_\_\_\_ Insufficient time to respond

\_\_\_\_\_ We do not offer this product, service or an equivalent

\_\_\_\_\_ Our schedule would not permit us to perform

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_

**SCRUTINIZED VENDOR CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Contractor Name

Certify that \_\_\_\_\_ does not:  
Contractor Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature Date

## Label for Sealed Bid Envelope

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



**SEALED BID – DO NOT OPEN**

**DUE DATE: 06/09/2020 2:00 PM**

**Sealed Bid No. 2020-07**

Deliver to:

City of Parkland, City Hall

6600 University Drive

Parkland, FL 33067

954-753-5040

SUBMITTED BY:	
ADDRESS:	
CITY, STATE, ZIP	
EMAIL:	
TELEPHONE NO.:	

**Please note:** From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid. If you are a registered vendor with the City, you will automatically receive notification of all addenda by email or fax. If you are not, you should periodically check our website to download any addenda which may have been issued. To become a registered vendor, please visit our website at <http://cityofparkland.org/purchasing>. Once registered you will begin receiving automatic notifications of both bids and addenda.

**NOTICE**  
**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU.....**

<b>Carefully read the SPECIFICATIONS and then properly fill out the BID FORM.</b>		✓
1.	Fill out and sign the <b>NON-COLLUSIVE AFFIDAVIT</b> and have it properly notarized.	
2.	Sign the <b>AUTHORITY TO EXECUTE BID AND CONTRACT</b> Failure to do so will result in your Bid being deemed non-responsive.	
3.	Sign the <b>VENDOR DRUG FREE WORKPLACE FORM</b> .	
4.	Sign the <b>PUBLIC ENTITY CRIME STATEMENT</b> .	
5.	Fill out and sign the <b>BIDDERS INFORMATION</b> .	
6.	Fill out and sign the <b>CERTIFICATION &amp; ACKNOWLEDGEMENT OF BUSINESS TYPE</b> and have it properly notarized.	
7.	Fill out the <b>SCRUTINIZED VENDOR CERTIFICATION</b> .	
8.	Fill out the <b>REFERENCES PAGE</b> . <i>(Do not list the City of Parkland or City of Parkland employees as references.)</i>	
9.	Fill out the <b>BIDDERS QUALIFICATION STATEMENT</b> .	
10.	Include <b>W-9</b>	
11.	Fill out the <b>BACKGROUND CHECK AFFIDAVIT</b> .	
12.	Use form provided on outside of envelope that identifies the <b>BID NUMBER AND BID NAME</b> .	
13.	<b>Submit</b> ONE (1) Original and ONE (1) Photocopy of your Bid, and ONE (1) electronic copy with your submission.	
14.	<b>Submit</b> Bid Bond <i>(if required)</i>	
15.	Make sure your BID is submitted prior to the <b>deadline</b> . Late Bids will not be considered.	
16.	<b>Include</b> proof of insurance.	
17.	<b>Include</b> copies of all Licenses and Certifications.	
18.	<b>FL Trench Safety Act</b> Form <i>(if applicable)</i>	

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**Authorized Bidders' Signature**

*FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.*

**SAMPLE AGREEMENT FOR CITY HALL MULTIPURPOSE ROOM REMODEL**

**THIS AGREEMENT** (the “Agreement”) is entered into and dated \_\_\_\_\_, 2020, by and between the CITY OF PARKLAND, FLORIDA, a Florida municipal corporation, whose address is 6600 University Drive, Parkland, Florida 33067 (the “City”) and \_\_\_\_\_, a Florida limited liability company whose address \_\_\_\_\_ (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the City intends to contract for Construction Services for the **City Hall Multipurpose Room Remodel Project**, as further described in **ITB 2020-07**, including the Project Specifications and Construction Plans (via request only) set forth therein (the “Work”, “Project” or “Services”) and desires to engage the Contractor to construct the Project; and

**WHEREAS**, the Contractor desires to contract with the City to provide the Services as set forth in the ITB attached hereto and all terms of which are incorporated and made a part hereof as if fully set forth herein.

**NOW, THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, agree as follows:

**ARTICLE 1  
DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in Invitation for Proposals 2020-07, which includes the Project Specifications and Construction Plans set forth therein (collectively, the “ITB”), which is deemed fully incorporated herein for all purposes, and shall have the meanings indicated in the ITB attached hereto. In the event of conflict, the definitions contained in the ITB and Project Specifications shall govern.

**ARTICLE 2  
WORK**

Contractor shall complete the Work as specified or indicated in the Contract Documents and ITB entitled: “**City Hall Multipurpose Room Remodel**”. The Scope of Work includes but is not limited to the Contractor furnishing all labor, materials, machinery, tools, equipment, services and incidentals for the remodel of the City of Parkland City Hall Multipurpose Room, including the

demolition of all existing and necessary structural components & apparatuses and all other identified and incidental features, in accordance with all applicable laws and the plans and specifications set forth in the ITB, This project consists of the remodel of the Multipurpose area in City Hall with approximately 2,257 square feet. Partial height partitions, with some partial glass walls, will be installed for additional office divisions and all floor finishes will be removed and replaced. Minor alterations will be conducted to the existing Acoustic Ceiling Grid and Tile. All new and remaining partitions in the area will be prepared and painted. The Air Conditioning system will be modified and balanced as provided in the documents.

The Deduct Alternate No. 1 will provide for new floor finishes in the following spaces: 137, 137A, 141, 142, 143 & 146 ONLY. All other spaces will be existing floor finishes to remain.

### **ARTICLE 3 CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within fifteen calendar days from the commencement date. The Work shall be substantially completed within 120 consecutive calendar days after the commencement date specified in the Notice to Proceed. Final Completion of the Work for full acceptance by the City shall be within 150 consecutive calendar days after the commencement date specified in the Notice to Proceed.

### **ARTICLE 4 CONTRACTOR AND CITY'S RELATIONSHIP**

**4.1** The Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City and in strict accordance with the Contract Documents and prudent and customary industry practices.

**4.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- a) has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;
- b) is experienced in all aspects of the Work required for projects similar to the Project;
- c) will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- d) that no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

**ARTICLE 5  
TERM**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

**ARTICLE 6  
LIQUIDATED DAMAGES**

City and the Contractor recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$150.00 for each and every calendar day that the Substantial or Final Completion of the Work is delayed beyond the time provided in this Agreement. Liquidated damages are cumulative. Contractor agrees that the City shall have the right to deduct the amount of such liquidated damages from and retain out of moneys that may be then due or which may become due and payable to Contractor.

**ARTICLE 7  
CONTRACT PRICE**

City shall pay Contractor \_\_\_\_\_ (\$TBD) as full and complete compensation for completion of the Work in accordance with the amount set forth in the Contractor's Proposal and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the City's Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

**ARTICLE 8  
PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with ITB Section 4.11 "Applications for Payment". Applications for Payment will be processed by the City as provided in the ITB and in accordance with applicable law.

**ARTICLE 9  
INDEMNIFICATION**

A. To the fullest extent permitted by law, the Contractor shall at all times indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney

selected by City Attorney to defend City. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;

3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed by the Contractor.

B. Contractor further agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of this Agreement.

C. The Contractor shall reimburse the City for all costs and expenses (including but not limited to fees and charges of Engineers, Architects, attorneys and other professionals, and court costs) incurred by the City in enforcing the indemnification provisions of this Article.

D. The indemnification obligations set forth in this Article shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for

the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

E. The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of one hundred dollars (\$100.00), which sum was included in Contractor's Proposal price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

F. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

G. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under Contractor's indemnification obligations.

H. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

I. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 10 TERMINATION**

### **10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):**

**10.1.1** In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Successful Proposer written notice by registered, certified mail or hand delivery to Contractor's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Agreement, in which case the Contractor shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the

default and breach of the Agreement. It shall be a default by the Contractor whenever Contractor shall:

- a) Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- b) Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
- c) Disregard or violate provisions of the Contract Documents or City's instructions;
- d) Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- e) Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- f) Fail in any other material way to comply with the requirements of the Contract Documents.

**10.1.2** In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Agreement shall be deemed to have been terminated for convenience as described below.

**10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):**

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate this Agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the City the notice of termination to the Contractor shall state that the contract is being terminated for the convenience of the City and the extent of termination. Upon receipt of the notice of termination for convenience, the Contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the

Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the Work.

## **ARTICLE 11 CONTRACT DOCUMENTS**

**11.1** The Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, consist of this Agreement, including any amendments hereto and the following:

- All Change Orders which may be delivered or issued after the Effective Date of this Agreement;
- The ITB, including all Project Specifications, Bidding and Contract Requirements, General Requirements and Conditions, Site Construction Technical Specifications, Construction Plans and Attachments included with the ITB, including all ITB Addenda issued;
- Construction Drawings; and
- Contractor's Proposal and all Contractor submittals in response to the ITB.

**11.2** Notwithstanding any other language to the contrary, references in this Agreement and the ITB to "Contract Documents", shall be deemed to include this Agreement, including all exhibits and attachments, and the documents listed above. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order as provided in the ITB. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

## **ARTICLE 12 ASSIGNMENT**

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

**ARTICLE 13**  
**APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply will all applicable laws and regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

**ARTICLE 14**  
**AUDIT AND INSPECTION RIGHTS**

**14.1** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**14.2** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

**14.3** The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

**ARTICLE 15**  
**AWARD OF AGREEMENT**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 16**  
**PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Law as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform under this Agreement.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven (7) days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the City. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK:  
OFFICE OF THE CITY CLERK, 6600 UNIVERSITY DRIVE, PARKLAND, FL 33067;  
(954)757-4132; [CITYCLERK@CITYOFPARKLAND.ORG](mailto:CITYCLERK@CITYOFPARKLAND.ORG)**

**ARTICLE 17  
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**17.1** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including, by example and not limited to, laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable laws, codes and ordinances, as they may be amended from time to time.

**17.2** The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except as otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

**17.3** The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the applicable immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

**ARTICLE 18  
CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with

Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

#### **ARTICLE 19 INSURANCE**

To ensure the indemnification obligations contained above, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages set forth in section 1.42 of the ITB. Contractor shall furnish to the City of Parkland, 6600 University Drive, Parkland, Florida 33067, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the ITB. The City shall be named as additional insured on all liability policies. Insurance shall be maintained continuously during the term of the Agreement up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. This Agreement shall not be deemed approved until the Contractor has obtained all required insurance and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

#### **ARTICLE 20 INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

**ARTICLE 21**  
**REAFFIRMATION OF REPRESENTATIONS**

Contractor reaffirms all of the representations contained in the ITB documents, Contractor's Proposal and previously made in all Contract Documents.

**ARTICLE 22**  
**NONDISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the ITB.

**ARTICLE 23**  
**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**ARTICLE 24**  
**WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**ARTICLE 25**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this

Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 26  
NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**

**TO THE CITY OF PARKLAND:**

Nancy Morando, City Manager  
City of Parkland  
6600 University Drive  
Parkland, Florida 33067  
Telephone: ( ) Telephone: (954) 753-5040

**WITH A COPY TO:**

Andrew S. Maurodis, City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.  
1200 N. Federal Highway, Suite 312  
Boca Raton, Florida 33432  
Telephone: (561) 835-2111

**ARTICLE 27  
CITY'S OWN FORCES**

**27.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project that are not part of the Contractor's responsibilities under this Agreement.

**27.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Agreement. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from

responsibility to complete the Work in full compliance with all Agreement requirements and shall in no way prevent later rejection of such Defective Work when discovered.

**ARTICLE 28**  
**LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City. Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

**ARTICLE 29**  
**NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 30**  
**THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**ARTICLE 31**  
**WARRANTY AND GUARANTEE**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the ITB. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

**ARTICLE 32**  
**HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

**ARTICLE 33**  
**SEVERABILITY**

**33.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and

provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**33.2** City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

**ARTICLE 34  
ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**AGREEMENT FOR CITY HALL MULTIPURPOSE ROOM REMODEL**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature.

**CITY OF PARKLAND**

By: \_\_\_\_\_  
Christine Hunschofsky, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Alyson Morales, City Clerk  
Approved as to form and legal sufficiency  
for the use of and reliance by the  
City of Parkland Only:

\_\_\_\_\_  
Andrew S. Maurodis, City Attorney

**EXHIBIT "B"**  
**CONTRACTOR'S PROPOSAL**