

**CITY OF PARKLAND  
INVITATION TO BID # 2018-28**

**PARKLAND FIRE STATION No.42 –  
BUILDING ADDITION**



**RESPONSES ARE DUE BY DECEMBER 18, 2018 by 2:00 PM (EST)**

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CITY OF PARKLAND, CITY HALL  
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PARKLAND, FLORIDA 33067  
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**PUBLIC NOTICE  
FOR  
CITY OF PARKLAND FIRE STATION No. 42 BUILDING ADDITION  
ITB 2018-28  
DUE DATE: DECEMBER 18, 2018 AT 2:00 PM EST**

The City of Parkland, Florida is seeking to obtain Bids from qualified contractors for construction services in accordance with the terms, conditions and specifications contained in the Invitation to Bid.

Sealed bids will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until 12/18/18 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 purpose of this solicitation is to obtain competitive Bids for all material, labor and equipment to construct a **Building Addition at the City of Parkland Fire Station No. 42**; as described in the Construction Documents prepared by Keith & Associates and their consultants, dated **November 9, 2018, see Exhibit A & B.**

*The scope of work for the Fire Station No. 42 – Building Addition* consists of approximately 529 square feet of CBS construction with a flat roof merging with the existing roof. There are a few areas of the existing space requiring renovation. One is to a Storage Room into a full Restroom with shower. The second is renovating an existing office into a Dorm Room. Another area is to close off an existing passage and create a Storage Closet. Lastly, the existing Gym will move into the addition and the Equipment Lockers will move where the Gym was, creating a space where the lockers were for a new Extractor and Dryer. These various areas cover approximately 445 square feet.

The Fire Station No. 42 – Building Addition shall be completed with a certificate of occupancy issued within 180 days from issuance of notice to proceed.

There will be a pre-bid meeting and site inspection on 11/27/18 at 10:00 AM at City of Parkland Public Works 6500 Parkside 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 listed above.

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 bring a copy of the ITB documents to this conference. The City will not distribute any copies of the ITB documents at this meeting.

Bidders must submit one (1) identified original, one (1) electronic 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. The Bids shall be delivered and addressed to the **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067**

SECTION 00 03 00 - 2  
NOTICE TO PROPOSERS

and shall be labeled "SEALED BID FOR Parkland Fire Station No.42 – Building Addition - ITB 2018-28" and include the Bidders' return address.

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.

Bid documents can also be obtained at Demandstar.com and at the City's website. For additional information, contact Anthony Cariveau via email at: [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org).

SECTION 00 05 00

**BID SUBMISSION CHECKLIST**

**THIS PAGE TO BE AFFIXED TO BID PACKET**

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements:

- \_\_\_\_\_ This Bid Submission Checklist (**Section 00 05 00**)
- \_\_\_\_\_ Bid Submittal Requirements (**Section 00 11 00**)
- \_\_\_\_\_ Bid Form and Bidder Certification (**Section 00 30 00**)
- \_\_\_\_\_ Schedule of Values Form (**Section 00 31 00**)
- \_\_\_\_\_ Florida Trench Safety Act (**Section 00 32 00**)
- \_\_\_\_\_ Foreign (non-Florida) corporate statement, if applicable (**Section 00 40 80**)
- \_\_\_\_\_ Bid Security (Bid Bond or a Certified Cashier's Check) (**Section 00 41 00**)
- \_\_\_\_\_ References Submittal (**Section 00 42 00**)
- \_\_\_\_\_ Subcontractor List (**Section 00 43 00**)
- \_\_\_\_\_ Drug Free Workplace (**Section 00 44 00**)
- \_\_\_\_\_ Background Check Affidavit (**Section 00 45 00**)
- \_\_\_\_\_ Qualifications Statement (**Section 00 47 00**)
- \_\_\_\_\_ Non-Collusive Affidavit (**Section 00 48 00**)
- \_\_\_\_\_ Certified Resolution or other duly executed document evidencing  
authority to sign on behalf of the Bidder (**Section 00 49 00**)
- \_\_\_\_\_ Florida General Contractors License
- \_\_\_\_\_ Certificate(s) of Insurance
- \_\_\_\_\_ **Bidders must submit ONE (1) identified original, ONE (1) electronic copy  
and ONE (1) copy of the complete bid packet**

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**Authorized Bidders' Signature**

END OF DOCUMENT

Note: failure to submit one or more of the above documents in the sealed envelope  
**May render your bid non responsive!**

SECTION 00 10 00 - 1  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

SECTION 00 10 00

**INSTRUCTIONS TO BIDDER AND STANDARD TERMS AND GENERAL CONDITIONS**

The City of Parkland, Florida will receive Bids for the purpose of establishing a Contract to serve as an independent Contractor for the Parkland Fire Station No. 42 – Building Addition Project. The project includes, but is not limited to, furnishing all materials, labor and equipment to in accordance with this ITB, plans and specifications (Exhibit A & B), and other incidental construction requirements.

Sealed Bids will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until 12/18/18 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. Bids shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, 6600 University Drive, Parkland, Florida 33067** and shall be labeled “ITB # 2018-28 SEALED BID FOR (Parkland Fire Station No.42 – Building Addition)”

Any Bidder who wishes his bid to be considered is responsible for making certain that his 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.

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

**PRE-BID CONFERENCE**

A pre-bid conference is scheduled for 11/27/18 at 10:00 AM, at City of Parkland Public Works 6500 Parkside Drive, Parkland Florida 33067. Attendance at the pre-bid conference is strongly encouraged. This information session presents an opportunity for the Bidders to clarify any concerns regarding the bid requirements and visit the site location. Although the pre-bid conference is optional, no modification or any changes will be allowed because of the failure of the Bidders to have visited the site or attend the conference or carefully review all available information.

SECTION 00 10 00 - 2  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

**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	11/09/2018
Pre-Bid Meeting	11/27/2018 at 10:00 AM (EST)
Last day for questions/clarification	11/29/2018 at 5:00 PM (EST)
Last day for addendum to be posted	12/06/2018 at 5:00 PM (EST)
Bid Submission Deadline	12/18/2018 at 2:00 PM (EST)
Firm Recommended to City Commission	01/16/2019 at 7:00 PM (EST)
Notice to Proceed	02/01/2018

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

**REQUIREMENT THAT BID PACKET BE COMPLETE**

**PLEASE NOTE THAT THE PROJECT MANUAL FOR *The Fire Station No.42 – Building Addition Project ITB NO. 2018-28*, 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 PROJECT MANUAL FOR *The Fire Station No.42 – Building Addition Project* 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**

SECTION 00 10 00 - 3  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

**THE CITY OF PARKLAND HAS INDICATED THAT IT DOES HAVE THE RIGHT TO WAIVE IRREGULARITIES, IT DOES NOT WISH TO SEE IRREGULARITIES IN THE PROPOASL DOCUMENTS.**

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

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 "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, 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.

2. COPIES OF BID DOCUMENTS

2.1 Bid documents can also be obtained at Demandstar.com and at the City's website. For additional information, contact Anthony Cariveau via email at: acariveau@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.

2.2 The Contractor shall be responsible for confirming that all documents listed in the master index (Table of Contents, Drawing Index Sheets) are included in the Bid packet.

3. QUALIFICATIONS OF BIDDER

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 ten (10) years.

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

SECTION 00 10 00 - 4  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by the CITY.

- 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.
- 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 and telephone number of contact person(s))
- 3.3.1 Business Trade References
  - 3.3.2 Bank References
  - 3.3.3 Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.
  - 3.3.4 Relevant Experience (Minimum of 3 references which demonstrate experience as a General Contractor for work of a similar scope performed in Florida in the last 10 years.)

4. EXAMINATION OF CONTRACT DOCUMENTS & SITE

- 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) thoroughly inspect and review the master plan and conduct all site examinations deemed necessary to submit an accurate bid, available at City Hall; (e) study and carefully correlate Bidder' observations with the Bid Documents; and (f) **notify in writing CITY'S designated employee** of all conflicts, errors, irregularities, or discrepancies in the Bid Documents; (g) 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.
- 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



SECTION 00 10 00 - 5  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

5. SPECIFICATIONS

- 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.
- 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.
- 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.
- 5.4 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, 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.

6. INFORMATION/CLARIFICATION:

- 6.1 For information concerning this ITB, contact Anthony Cariveau at acariveau@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.

7. QUESTIONS:

- 7.1 Questions should be sent to Anthony Cariveau at: acariveau@cityofparkland.org.

8. INTERPRETATIONS ADDENDA AND PROTESTS

SECTION 00 10 00 - 6  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

- 8.1 To ensure fair consideration for all Bidder, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 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.
- 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 Bidder 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 add 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
- 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.

9. PRICES BID

- 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.
- 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

SECTION 00 10 00 - 7  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 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.
- 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.
- 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.
- 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 this specification Instruction to Bidder 00100 Item 31. PERMITS, FEES AND NOTICES for City Permit and inspection fees.
- 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.
10. OCCUPATIONAL HEALTH AND SAFETY
- 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:
- 10.1.1 The chemical name and the common name of the toxic substance.
- 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.
- 10.1.3 The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the

SECTION 00 10 00 - 8  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

toxic substances, including appropriate emergency treatment in case of exposure.

10.1.4 The emergency procedure for spills, fire, disposal and first aid.

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.

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.

11. SUBMISSION OF BIDS

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 "*Parkland Fire Station No. 42 – Building Addition ITB NO. 2017-28*" and shall state the name and address of the Bidder and accompanied by any other required documents. The Bid Submission Checklist (Section 00 05 00) must be completed and affixed to the exterior of the Bid Envelope. No responsibility will attach to the CITY for the premature opening of a Bid not properly addressed and identified.

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 bids will not be accepted.

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 47 of these document**, all Bidder 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.

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.

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.

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

12. BID FORMS

SECTION 00 10 00 - 9  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

- 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.
- 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.
- 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.
- 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.

13. BID COSTS

- 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.

14. MODIFICATION AND WITHDRAWAL OF BIDS

14.1 PRE-BID CONFERENCE

A pre-bid conference will be held for this project on 11/27/2018 at 10:00 AM (EST) at City of Parkland Public Works 6500 Parkside Drive, Parkland Florida 33067. All Bidder planning to submit a bid are strongly encouraged to attend this meeting. Bidder should allow sufficient time to insure arrival prior to the indicated time.

- 14.2 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.

- 14.3 If, within **twenty-four (24) hours** after Bids are opened, any Bidder files a duly

SECTION 00 10 00 - 10  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

15. REJECTION OF BIDS

- 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.
- 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.
- 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.
- 15.4 The reasons for rejection of Bids are not intended to be exhaustive.

16. OPENING OF BIDS

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

17. BIDS TO REMAIN OPEN

- 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.
- 17.2 Extensions of time when Bids shall remain open beyond the Ninety (90) day

SECTION 00 10 00 - 11  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

period may be made only by mutual written agreement between the CITY, the Successful Bidder, and the surety, if any, for the Successful Bidder.

18. AWARD OF CONTRACT

18.1 If the Contract is to be awarded, it will be awarded to the highest ranking Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY.

18.2 See Section 00 20 00 - Consideration of Award.

18.3 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 highest ranking 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.**

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

19. AUDIT RIGHTS

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.

20. PROHIBITION OF INTEREST

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.

SECTION 00 10 00 - 12  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

21. CONFLICT OF INTEREST

- 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.
- 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.

22. NON-COLLUSIVE AFFIDAVIT

- 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.

23. NON CONTINGENT FEE

- 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.

24. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 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.



SECTION 00 10 00 - 13  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

25. QUALIFICATIONS STATEMENT

**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.**

26. CONTRACT TIME

26.1 The work to be performed under the Contract shall be commenced within 15 days of the issuance of a notice to proceed.

26.2 The number of days, which the work is to be substantially completed, is approximately **180** 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 **30** consecutive calendar days from the date of the commencement of the contract time as specified in the Notice to Proceed.

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.

27. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

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 Two Hundred Fifty Dollars (\$250.00) 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.**

28. SAFETY

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

SECTION 00 10 00 - 14  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

Act of 1970 (OSHA) and its amendments.

- 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.

29. WARRANTIES

- 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.
- 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.
- 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. The purpose for which the goods covered by the Contract is intended as a 7,000 s.f. Children's Wing Expansion described in these specifications and plans.
- 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.
- 29.5 Warranty of Performance: The Successful Bidder warrants that the goods and facilities shall meet the following performance requirements:
- 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.
- 29.6 Warranty of Material and Workmanship: In addition and as supplement to the

SECTION 00 10 00 - 15  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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

- 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.
- 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.
- 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.
- 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.
- 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.
30. RISK OF LOSS
- 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.
31. PERMITS, FEES AND NOTICES
- 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

SECTION 00 10 00 - 16  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

- 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.

32. CLEANING UP

- 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.

33. DELAYS AND EXTENSIONS OF TIME

- 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.
- 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.

34. DEFAULT

- 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**

SECTION 00 10 00 - 17  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

**to termination of the Contact 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.**

35. TERMINATION FOR CONVENIENCE OF CITY

35.1 Upon seven (7) calendar days 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.

36. ASSIGNMENT

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.

37. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS & SITE

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.

38. MISTAKES

38.1 Bidder 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

SECTION 00 10 00 - 18  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.

39. BID SECURITY

- 39.1 Each Bid must be accompanied by a certified or cashiers 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.
- 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.
- 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.

40. PAYMENT AND PERFORMANCE BONDS

- 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

SECTION 00 10 00 - 19  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A  
Financial Size – VIII

- 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.
- 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.**
- 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.
41. INDEMNIFICATION
- 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

SECTION 00 10 00 - 20  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

- 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.
- 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.
- 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.
- 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.
42. INSURANCE
- 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



SECTION 00 10 00 - 21  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

approved by the Purchasing Agent. 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 Agent.

- 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 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.
- 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.
- 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:
- 42.5 (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 and 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) Comprehensive 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

SECTION 00 10 00 - 22  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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) Comprehensive General Liability with the following minimum limits of liability:

\$2,000,000 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.

- 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

- 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.

- 42.8 CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies

SECTION 00 10 00 - 23  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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 fifteen (15) calendar days shall provide the basis for the termination of the Contract.

- 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.
- 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.
- 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.
- 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.
- 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.
- 42.14 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 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.
- 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.

SECTION 00 10 00 - 24  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

43. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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.

44. RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

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

45. LEGAL REQUIREMENTS

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.

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.

45.3 **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 (954 757 4132, CITY CLERK Jennifer L. Johnson [jljohnson@cityofparkland.org](mailto:jljohnson@cityofparkland.org))**

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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 City.

SECTION 00 10 00 - 25  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

46. BACKGROUND CHECKS

- 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.

47. PUBLIC RECORDS/ CONFIDENTIAL INFORMATION:

47.1 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.

48. SUB-CONTRACTORS

- 48.1 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.

49. CONE OF SILENCE

- 49.1 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.
- 49.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or

SECTION 00 10 00 - 26  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

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.

- 49.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Agent for the City.
- 49.4 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.

50. MINORITY PARTICIPATION

- 50.1 *Disadvantaged Business Enterprises (DBE) participation.* Bidder 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.

51. LOCAL PREFERENCE

- 51.1 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:

SECTION 00 10 00 - 27  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

- (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.

52. DRUG FREE WORKPLACE

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

53. COMPLIANCE WITH LAWS

- 53.1 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.

54. ADDITIONAL PROVISIONS

54.1 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

54.2 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 City Clerk, 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.

55. SPECIAL CONDITIONS:

- 55.1 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

SECTION 00 10 00 - 28  
INSTRUCTIONS TO PROPOSERS AND  
STANDARD TERMS AND GENERAL CONDITIONS

entirety.

56. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDER

56.1 See section 00 11 00 BID FORMAT

**END OF SECTION**



SECTION 00 11 00

**BID FORMAT**

1. GENERAL BACKGROUND

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

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

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1.3 Current President or Chief Executive Officer:

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

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

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

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

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1.7 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: \_\_\_\_\_

1.8 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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1.9 If other than a corporation or partnership, describe organization and name principals:\_\_\_\_\_

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

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2. FINANCIAL STATUS

2.1 Attach financial statement, prepared by a C.P.A. including Contractors latest balance sheet and income statement. Include the name of the C.P.A firm preparing financial statement and date thereof.

2.2 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 fled in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution)\_\_\_\_\_

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2.3 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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3. BONDING

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

3.2 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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3.3 Name, address and telephone number of current surety agent or underwriting contact.

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

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3.5 If answer to 4 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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3.6 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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- 3.7 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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4. PROPOSED PROJECT PERSONNEL

4.1 Proposed Project Manager:

- a. List the name, qualifications and background of your proposed project manager for this project. (Include the names and addresses of the companies he/she has been affiliated with in the last ten (10) years and provide a resume).

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- b. List at least three (3) projects, by size, type and duration that the proposed project manager has supervised in the last ten (10) years for the Contractor or for another company

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4.2 Proposed Superintendent:

- a. List the name qualifications and background of your proposed superintendent (if different from project manager) and include the names and addresses of any companies he/she has been affiliated with in the last ten (10) years and provide resume.

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b. List at least three (3) projects, by size, type and duration that the proposed project Superintendent has supervised in the last ten (10) years for the Contractor or for another company

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4.3 Current/Projected Workload: provide Contractors current availability for project based on current/projected workload

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5. LEGAL PROCEEDINGS

5.1 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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5.2 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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6. REFERENCES

6.1 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 (Section 00420) (References must include name, job title and telephone number of contact person(s))

- (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.

7. LICENSES AND INSURANCE REQUIREMENTS

- 7.1 Contractor must enclose copies of their Florida General Contractors license Certificate of Competency
- 7.2 Contractor must enclose copies of Current Certificates of Insurance for General Liability, Auto Liability and Workers Compensation

8. COMPANY EXPERIENCE- SIMILAR PROJECTS

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

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9. ADDITIONAL REQUIRED DOCUMENTS/FORMS

- 9.1 Bid Submission Checklist ( 00 05 00)
- 9.2 Bid Form and Bidder Certification (00 30 00)
- 9.3 Schedule of Values Form (Section 00 31 00)
- 9.4 Florida Trench Safety Act (00 32 00)
- 9.5 Foreign (non-Florida) corporate statement, if applicable (00 40 80)
- 9.6 Bid Security (Bid Bond or a Certified Cashier's Check) ( 00 41 00)
- 9.7 References Submittal (00 42 00)
- 9.8 Subcontractors List (00 43 00)
- 9.9 Drug Free Workplace (00 44 00)
- 9.10 Background Check Affidavit (00 45 00)
- 9.11 Qualifications Statement (00 47 00)
- 9.12 Non-Collusive Affidavit (00 48 00)
- 9.13 Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder (00 49 00)
- 9.14 Certificate of Insurance
- 9.15 Florida General Contractors License

END OF SECTION

SECTION 00 20 00

**CONSIDERATION OF AWARD**

1. CRITERIA FOR AWARD

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.

2. CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

- 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 twenty-five thousand dollars (\$25,000.00) 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.
- 2.2 In the event that grant funds are not made available for this project, the City Manager is authorized to reject all bids without City Commission consent.

SECTION 00 20 00 - 2  
CONSIDERATION OF AWARD

- 2.3 After award of the contract, the Bidder/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 Bidder/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

END OF SECTION



SECTION 00 30 00

**BID FORM**

PROJECT NAME: **PARKLAND FIRE STATION NO 42 – BUILDING ADDITION**

ITB NO.: **2018-28**

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: "Parkland Fire Station No. 42 - Expansion Project" (ITB No. 2018-28)"

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 **fifteen**

SECTION 00 30 00 - 2  
BID FORM AND BIDDER CERTIFICATION

(15) 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 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 Project Manual:

ADDENDUM #1

dated: \_\_\_\_\_

ADDENDUM #2

dated: \_\_\_\_\_

ADDENDUM #3

dated: \_\_\_\_\_

ADDENDUM #4

dated: \_\_\_\_\_

**TABULATION OF PRICES BID**

The Base 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** (\$ \_\_\_\_\_ )

Bidder understands that the City reserves the right to reject any and/or all bids and to waive any informalities in the bid. **It is the City's intention to award the Base Bid and all three Alternates and the breakdown is being required due to multiple funding sources.**

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.

**BIDDER'S CERTIFICATION**

WHEN BIDDER IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Bidder hereto has executed this Bid

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

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness Printed Name of Individual

\_\_\_\_\_  
Witness Business Address

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

\_\_\_\_\_  
Business Phone Number

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  
SEAL OF OFFICE:

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

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)  
 Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 DID take an oath, or  
 DID NOT take an oath.

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Bidder hereto has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Firm

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

Signature of City

\_\_\_\_\_  
Witness Printed Name of Individual

\_\_\_\_\_  
Witness Business Address

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

\_\_\_\_\_  
Business Phone Number

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  
SEAL OF OFFICE:

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

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

Personally known to me, or

Produced identification:

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

DID take an oath, or

DID NOT take an oath.

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Bidder hereto has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Partnership  
By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness Printed Name of partner

\_\_\_\_\_  
Witness Business Address  
\_\_\_\_\_  
City/State/Zip  
\_\_\_\_\_  
Business Phone Number  
\_\_\_\_\_  
State of Registration

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  
SEAL OF OFFICE:

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

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

- Personally known to me, or  
 Produced identification:

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

- DID take an oath, or  
 DID NOT take an oath.

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS A CORPORATION**

IN WITNESS WHEREOF, the Bidder hereto has executed this Bid

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

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

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

Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

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

Secretary

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

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_ ; 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  
SEAL OF OFFICE:

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

- Personally known to me, or  
 Produced identification:

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

- DID take an oath, or  
 DID NOT take an oath.

END OF SECTION

**The Contractor should supply the following schedule of values  
upon request, within 7 days.**

**SCHEDULE OF VALUES**

<b>Item No.</b>	<b>Description of Work</b>	<b><u>Scheduled Value</u></b>	<b><u>Name of Supplier Or Subcontractor</u></b>	<b><u>Worked For this GC before (Y or N)</u></b>
00 72 00	General Conditions	_____	_____	_____
02 30 00	Subsurface Investigations	_____	_____	_____
30 00 00	Earthwork	_____	_____	_____
31 31 16	Termite Control	_____	_____	_____
22 11 16	Potable Water Systems	_____	_____	_____
22 14 00	Storm Drainage Systems	_____	_____	_____
32 01 16	Asphalt Concrete Paving	_____	_____	_____
32 01 17	Pavement Repair & Resurfacing	_____	_____	_____
32 80 00	Irrigation	_____	_____	_____
03 10 00	Concrete Formwork	_____	_____	_____
03 20 00	Concrete Reinforcing	_____	_____	_____
03 30 00	Cast-In-Place Concrete	_____	_____	_____
04 20 00	Unit Masonry	_____	_____	_____
05 12 00	Structural Steel	_____	_____	_____
05 40 00	Cold-Formed Metal Framing	_____	_____	_____
05 50 00	Metal Fabrication	_____	_____	_____
06 10 00	Rough Carpentry	_____	_____	_____
06 20 00	Interior Finish Carpentry	_____	_____	_____



SECTION 00 31 00 - 2  
SCHEDULE OF VALUES FORM

06 40 00	Architectural Woodwork			
07 20 00	Thermal Protection			
07 50 00	Membrane Roofing			
07 62 00	Sheet Metal Flashing			
07 90 0	Joint Protection			
08 11 00	Metal Doors & Frames			
08 31 00	Access Panels			
08 41 00	Storefront Systems			
08 71 00	Door Hardware			
08 80 00	Glass & Glazing			
09 20 00	Non-Load Bearing Metal Framing and Ceilings			
09 24 00	Stucco			
09 29 00	Gypsum Drywall			
09 30 00	Tile			
09 65 00	Resilient Flooring			
09 68 00	Carpeting			
09 90 00	Painting			
10 14 00	Signs & Identification Devices			
10 28 13	Toilet Accessories			
22 00 00	Plumbing			
23 00 00	HVAC			
26 00 00	Electrical			
	Miscellaneous (Items not Listed)			
	As-Built Drawings by General Contractor to Architect			

SECTION 00 32 00

**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 5 feet deep; required information:  
On all specific contracts for trench excavation in which such excavation will exceed a depth of 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 Measure (Description)	Units of Measure	Unit Measure (L.F.S.Y.)	Unit (Quantity)	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 \_\_\_\_\_, A.D., 20\_\_\_\_\_.

FIRM

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

TITLE: \_\_\_\_\_

END OF SECTION

SECTION 00 40 80 - 1  
FOREIGN (NON-FLORIDA) CORPORATE STATEMENT

SECTION 00 40 80

**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.

SECTION 00 40 80 - 2  
FOREIGN (NON-FLORIDA) CORPORATE STATEMENT

- (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.

\_\_\_\_\_  
BIDDER' CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

END OF SECTION

SECTION 00 41 00  
**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  
\_\_\_\_\_ 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:  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

SECTION 00 42 00

**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. 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:

---

END OF SECTION

SECTION 00 43 00

**SUBCONTRACTOR LIST**

Date:

(Project Name)

Gentlemen:

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 under name and address of subcontractor.

<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 \_\_\_\_\_, A.D. 20\_\_\_\_\_.

SECTION 00 43 00 - 2  
SUBCONTRACTOR LIST

Firm:

By:

Title:

END OF SECTION

SECTION 00 44 00

**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

\_\_\_\_\_





SECTION 00 45 00 - 1  
BACKGROUND CHECK AFFIDAVIT

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)

**Background Check Affidavit**

PARKLAND FIRE STATION NO. 42 – BUILDING ADDITION  
100% CONSTRUCTION DOCUMENTS (PERMIT SET)  
NOVEMBER 9, 2018



SECTION 00 47 00

**QUALIFICATIONS STATEMENT**

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

Name of Company: \_\_\_\_\_

\_\_\_\_\_

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

Street

\_\_\_\_\_

\_\_\_\_\_

City

State

Zip

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

How many years has your organization been in business under its present name? \_\_\_\_\_ Years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida

Fictitious Name Statute: \_\_\_\_\_

Under what former names has your business operated? \_\_\_\_\_

\_\_\_\_\_

At what address was that business located? \_\_\_\_\_

\_\_\_\_\_

Are you Certified? Yes  No  If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes  No  If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the ITB?

Yes  No  If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES (GENERAL LIABILITY, AUTOMOBILE, WORKERS COMPENSATION)

Has your company or you personally ever declared bankruptcy?

Yes  No  If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

SECTION 00 47 00 - 2  
QUALIFICATIONS STATEMENT

Are you a sales representative  distributor  broker  or manufacturer  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  No

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  No  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes  No  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

SECTION 00 48 00

**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:

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

(Witness)

\_\_\_\_\_

(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

\_\_\_\_\_ and

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

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:

\_\_\_\_\_

SEAL OF OFFICE

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

Personally known to me, or

Produced identification:

\_\_\_\_\_

(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

END OF SECTION

SECTION 00 49 00

**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.





SECTION 00 61 00

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 Oblige, 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 305 consecutive calendar days after the date of contract commencement as specified in the Notice to Proceed. Final Completion shall be completed within 60 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:

SECTION 00 61 00 - 2  
FORM OF PERFORMANCE BOND

- 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

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

SECTION 00 61 00 - 3  
FORM OF PERFORMANCE BOND

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

(CORPORATE SEAL)

\_\_\_\_\_  
(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

SECTION 00 61 00 - 4  
FORM OF PERFORMANCE BOND

- 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)

END OF SECTION

SECTION 00 62 00

**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.

SECTION 00 62 00 - 2  
FORM OF PAYMENT BOND

- 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)

\_\_\_\_\_

Secretary

By: \_\_\_\_\_  
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

\_\_\_\_\_

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

\_\_\_\_\_

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

SECTION 00 62 00 - 3  
FORM OF PAYMENT BOND

(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

SECTION 00 62 00 - 4  
FORM OF PAYMENT BOND

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)

END OF SECTION



SECTION 00 70 00

**SPECIAL CONDITIONS**

1. OWNERSHIP OF DRAWINGS

- 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.

2. SPECIAL HURRICANE PRECAUTIONS

- 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.

3. CONTRACT TIME AS IT RELATES TO LIQUIDATED DAMAGES

- 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 Thousand DOLLARS (\$1,000.00) for each calendar day after the time specified in subsection 26 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.

- 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.
- 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.
- 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. SUPPLEMENTAL CONDITIONS

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 him 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 his officers or agents prior to the execution of the Agreement, unless such understandings or representation by the City are expressly stated in the Agreement.

#### 4.2 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.

#### 4.3 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 his finished work is to be installed, laid or applied, before commencing with his work. Contractor shall report in writing to the City any conditions, which may affect satisfactory execution of his 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 immediately above, the Contractor:
- represents that he has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified;
  - represents that he will provide the same guarantee for the substitution that he 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 that the Contractor's Work shall be waterproof and weatherproof in every respect for a period of two years from the date of final acceptance. This provision does not diminish any warranties already set forth.
- j. All guarantees or warranties shall survive any acceptance of the work and are specifically not deemed waived by payment or acceptance of work.
5. TAXES
- 5.1 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 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.

## 6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 6.1 No time extensions will be allowed to the Contractor for re-submittals of shop drawings, product data and samples.
- 6.2 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.
- 6.3 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.

## 7. ADMINISTRATION OF THE CONTRACT

- 7.1 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.
- 7.2 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.

## 8. SUBCONTRACTORS

- 8.1 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".

## 9. PAYMENTS AND COMPLETION

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 No payment shall waive a claim that work is not according to the specifications or workmanlike unless such circumstance is open and obvious.
- 9.8 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.

- 9.9 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.

10. PROTECTION OF PERSONS AND PROPERTY

10.1 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.

10.2 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.

11. MISCELLANEOUS PROVISIONS

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

END OF SECTION

**CITY OF PARKLAND  
STATEMENT OF NO RESPONSE**

**ITB No \_\_\_\_\_**

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: \_\_\_\_\_

# BID PLAN SET

DROPBOX LINK:

<https://www.dropbox.com/s/gx9p12ss44y40hc/BID%20PLAN%20SET%2009-09-18.pdf?dl=0>

# PRODUCT SPECIFICATIONS

DROPBOX LINK:

<https://www.dropbox.com/s/uhca4xt1uzvxa2q/Tech.%20Specs.%20-%20Product%20Spec%20Pkg%2009-07-18.pdf?dl=0>