



## **INVITATION TO BID (ITB)**

**FIRE STATION 44 MAIN BUILDING AND GENERATOR ROOM  
ROOFING-HMGP**

**ITB #20-04-396**

April 2020

City of North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
954-722-0900



## INVITATION TO BID (ITB)

*Bid documents and Addenda are available on the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) and DemandStar at [www.demandstar.com](http://www.demandstar.com)*

<b>ITB NUMBER:</b>	<b>20-04-396</b>
<b>ITB TITLE:</b>	<b>FIRE STATIONS 44 MAIN BUILDING AND GENERATOR ROOM ROOFING-HMGP</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, APRIL 27, 2020 BY 12:00 PM EST</b>
<b>SITE VISITS DATES/TIMES:</b>	<b>MAY 4, 2020 – MAY 8, 2020 BETWEEN 9AM AND 4PM EST</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>FRIDAY, MAY 15, 2020 @ 3:00 PM EST</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>FRIDAY, MAY 22, 2020 @ 3:00 PM EST</b>
<b>ITB RESPONSE DUE DATE/TIME:</b>	<b>WEDNESDAY, MAY 27, 2020 @ 3:00 PM EST</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TUESDAY, JUNE 9, 2020 @ 6:00 PM EST</b>
<b>DIRECT ALL INQUIRES TO:</b>	<b>Danielle Cancel Purchasing Coordinator Phone: (954) 597-4718 Email: <a href="mailto:dkcancel@nlauderdale.org">dkcancel@nlauderdale.org</a></b>
<b>BID DELIVERY &amp; BID OPENING LOCATION:</b>	<b>City of North Lauderdale Office of the City Clerk 701 SW 71<sup>st</sup> Avenue, 2<sup>nd</sup> Floor North Lauderdale, FL 33068</b>

**\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Bidder due to such amendment. Bidders may not rely on dates after Due Date and Time until confirmed by the City.**

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, in accordance with the requirements as stated in C.F.R. 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation by local vendors. This procurement will not qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the bidder who submits the bid judged by the City to be the most beneficial, responsible, and most responsive bidder.



Late bids will not be considered. **The City Clerk time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a bidder in responding to this solicitation.

It is the intent and purpose of the City of North Lauderdale to promote competitive proposing. **All communication regarding this solicitation shall be submitted in writing to the contact listed above.**

**CONE OF SILENCE NOTICE:** Bidders are hereby notified that this Solicitation is subject to a “Cone of Silence” pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.



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## **1. INTRODUCTION**

The City of North Lauderdale, herein after referred to as “the City”, is seeking bids from qualified and licensed Florida Contractors, “Contractor”, to retrofit Fire Stations 44 with wind roof mitigation protection.

## **2. SCOPE OF WORK**

The scope of work includes providing roof wind mitigation for the City of North Lauderdale Fire Station 44 main building and the generator room. All roofing elements shall have the capacity to withstand winds of 200 MPH. Remove existing standing seam metal roof and install new standing seam metal roof at sloped areas. Remove existing roofing membranes and lightweight insulating concrete, and install new torch applied system and tapered insulation at flat roof over the apparatus bay area. The entire scope of work is described in the full set of construction documents including all drawings and specifications.

Project location is:

- 1) Fire Station 44 – located at 7700 Hampton Boulevard, North Lauderdale, FL 33068

## **3. SITE-VISITS**

If you require a site visit, you must contact Kanya Oliver via email to schedule an appointment at [koliver@nlauderdale.org](mailto:koliver@nlauderdale.org). Your site visit must be scheduled and conducted during the week of May 4, 2020 – May 8, 2020 between the hours of 9am -4 pm. You will not be permitted to inspect the current site without the project manager(s) consent on any other occasion. Be prepared to take any additional measurements with your supplied ladder(s). All interested bidders MUST sign a waiver if North Lauderdale City equipment will be used.

Any questions that may arise during or after your site visit must be emailed to the Purchasing Coordinator at [dkcancel@nlauderdale.org](mailto:dkcancel@nlauderdale.org).

## **4. QUESTIONS AND ADDENDA**

It is the Contractor’s responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed on Page 2, by **Friday, May 15, 2020 @ 3:00 PM EST**. All questions and/or request for clarification will be reviewed by the City, and answered in the form of an addendum, which will be released via the [www.DemandStar.com](http://www.DemandStar.com) and the City’s website. Acknowledgement of Addenda is required. Any addenda or answers to written questions supplied by the City to participating firms become part of this solicitation and the resulting contract. Failure to complete the “Addenda Acknowledgement” form herein may result in your bid submission being deemed non-responsive.



## **5. BONDS**

- A 5% Bid Bond is required with the bid submittal.
- A 100% Performance Bond is required.
- A 100% Payment Bond is required.

## **6. MINIMUM REQUIREMENTS**

In order to be deemed a responsible bidder, Contractors must meet the following minimum requirements:

### **LICENSURE**

- 1) Contractor shall possess and provide a copy of a current and valid occupational license/business tax receipt issued for the type of services being performed.
- 2) Contractor shall possess and provide copies of professional licenses.

### **CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS**

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

## **7. SPECIAL PROVISIONS**

This is a federally-funded Hazard Mitigation Grant Program (HMGP) project. The following provisions shall apply:

### **A. MATERIALS AND SUPPLIES**

All unmanufactured and manufactured articles, materials and supplies which are acquired for public use must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost. Contractor shall be required to make maximum use of recovered/recycled materials per § 200.317, § 200.322.



## **B. EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees places by or on behalf of the contractor, stat that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the vent of the contractor's noncompliance with the nondiscrimination clauses of this project, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.



- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **C. COPELAND ANTI-KICKBACK ACT**

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. This contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provide in 29 C.F.R. § 5.12.

### **D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S. C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).





## F. SUSPENSION AND DEBARMENT

- i. This contract is a covered transaction for purposed of 2 C.F.R. pt. 180 and 2 C.F.R. pt 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division of Emergency Management. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to the Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposed agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## G. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (as amended). Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Prime contractors, if subcontracts are to be let, shall take the following affirmative steps:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, **when economically feasible**, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- iv. Establishing delivery schedules, **where the requirement permits**, which encourage participation by small and minority businesses and women's business enterprises; and
- v. Using the services and assistance, **as appropriate**, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



## **8. SPECIFICATIONS**

Fire Station 44 Main Building is as follows (**SEE DRAWINGS FOR MORE DETAILS**):

- a. Remove existing standing seam metal roof and install new Standing Seam Metal Roof at sloped areas.
- b. Remove existing membrane and lightweight insulating concrete and install new Torch Applied System and Tapered Insulation at flat roof over the Apparatus Bay area.
- c. Remove and replace rooftop equipment curb as specified in the Construction Documents. Electrical low and high voltage connections for each door.

Fire Station 44 Generator Building is as follows (**SEE DRAWINGS FOR MORE DETAILS**):

- a. Remove existing standing seam metal roof and install new Standing Seam Metal Roof at sloped areas

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by Walters Zackria Architects.

**REFER TO BID SET-(EXHIBIT A) FOR ADDITIONAL SPECIFICATIONS**

## **9. PROJECT TIMELINE**

Purchase and delivery of items under the statement of work shall be within one hundred eighty (180) calendar days from City's issuance of the Notice to Proceed or purchase order date.

## **10. PROJECT BUDGET**

The budget for this project shall be determined once awarded to the lowest, responsible bidder or to the bid that is in the best interest of the city.



**11. INSURANCE**

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes    No  
X    \_\_\_    Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
  - a. Each occurrence                    \$1,000,000
  - b. Annual aggregate                    \$1,000,000
  
- B. Property Damage:
  - a. Each occurrence                    \$1,000,000
  - b. Annual aggregate                    \$1,000,000
  
- C. Personal Injury:
  - a. Annual aggregate                    \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



Yes No  
X \_\_\_ Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the subconsultants similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.

Yes No  
X \_\_\_ Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No  
X \_\_\_ Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

Yes No  
X \_\_\_ If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.



## 12. GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1. **QUALIFICATIONS OF BIDDERS** - No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's ITB response.

If selected for a project, all bidders must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

2. **PERSONAL INVESTIGATION** – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract. **Pre-bid meetings will be held at the location in which work will be completed. Pre-bid meeting dates and necessity will be disclosed when listed contractors are contacted to prepare a bid for the services awarded.** The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the bid will not be considered.

3. **CONE OF SILENCE** - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

4. **INCONSISTENCIES** – Any seeming inconsistency between different provisions of the plans, specifications, bid or agreement, or any point requiring explanation must be inquired into by the bidder, in writing to the Purchasing Coordinator, at least five (5) days prior to the time set for the opening bids but no later than the date specified in this bid for acceptance of questions. After bids are opened, the bidders shall abide by the decision of the City as to such interpretation.

5. **ADDENDA AND INTERPRETATIONS** – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Coordinator such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this bid for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the "Addendum Acknowledgment Form" before submitting his bid.



6. **LEGAL CONDITIONS** – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.
7. **FORM OF BIDS** – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with **all of the blanks filled in**. Incomplete forms will be deemed as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the City Hall - City Clerk's Office, 2<sup>nd</sup> Floor, City of North Lauderdale, Florida. The name of the bidder and the bid number must clearly show on the outside of the sealed envelope and a statement as to its contents. The bid must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid.
8. **FILLING IN BIDS** – All prices must be written on the specific form(s) provided in this bid. All bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.
9. **NON-COLLUSION** – A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in the proposed work. The bidder certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project.
10. **CAUSES FOR REJECTION** – No bid will be canvassed, considered, or accepted which, in the opinion of the City is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.
11. **REJECTION OF BIDS** – The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected if there is reason to believe that collusion exists among bidders. A bid shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids; to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.
12. **WITHDRAWALS** – Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After the expiration of the period for receiving bids, no bid can be withdrawn, modified, or explained.
13. **LICENSES AND PERMITS** – Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Bidder shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.  
  
The Bidder must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.
14. **LICENSE OF BIDDERS** - All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by the Contract, where applicable.



- 15. LICENSE FOR TRADES** - Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.
- 16. CONTRACT/AGREEMENT** – The bidder to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.
- 17. INDEPENDENT CONTRACTOR** - The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, nor claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.
- 18. HOURS OF WORK/DELIVERY** – All deliveries will be performed between the hours of 7:00 AM to 5:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday and/or the City's observed Holiday(s).
- 19. PERFORMANCE** – The Bidder shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.
- 20. WORKMANSHIP AND MATERIALS** – All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.
- 21. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT** – The Bidder shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this ITB, unless otherwise specified.



**22. CLEANING AND PROTECTION** - The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws.

Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each workday.

Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract.

The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.

Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.

The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.

Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall remove all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.

**23. INSPECTION** - At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Contractor's office, including materials and equipment, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor the any failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from its obligations under the term of this contract.

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract.

The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.

Any inspection hereunder shall not reasonably disrupt the Contractor's performance of the Work.

**24. ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications shall be placed in the hands of the Director of Public Works/Utilities, who shall enforce every requirement of the contract. There will be no varying from the specifications.

**25. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

**26. MEASUREMENT AND PAYMENT** – Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.





**28. SAFETY MEASURES** – Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of Bidder shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Bidder shall use only equipment that is fully operational and in safe operating order. Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.

**29. SAFETY AND TRAFFIC CONTROL** – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the bid. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

**30. OWNER MAY STOP THE WORK/REFUSE THE PRODUCT** – If the work performed by the contractor or product delivered by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK or return the product, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

**31. TERMINATION** – The contract described hereafter may be terminated by either party upon thirty (30) days with written notice to the other party.

**32. CUSTOMER RELATIONS** – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

**33. APPLICATION FOR PROGRESS PAYMENT**

The contractor shall submit to the City for review, an Application for Payment on a AIA Documents filled out and signed by the contractor covering the work completed during the invoice period and accompanied by such supporting documentation as is required by the Contract Documents. Requests for payments (invoices) with supporting documentation should be submitted no more than monthly. Ten percent (10%) retainage shall be withheld and may be lowered after 50% of work is satisfactorily completed at the sole discretion of the Public Works Director.

**34. QUANTITIES** – The City reserves the right to add or delete from the estimated quantities listed in the bid.

**35. BID BOND** – 5% Bid Bond is required with the bid submittal.

**36. PERFORMANCE & PAYMENT BOND** – 100% bond is required for this solicitation.

\*All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Broward County. Consultant shall be responsible to pay all recording costs.

**37. TAX EXEMPTION** – All bids must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption.

**38. BID PRICES** – All prices included on the bid submitted once requested, must be held firm through the completion of the project. Any bids containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full approval.



### 39. EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, "Excusable Inclement Weather Delays", as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather , or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.
- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

### 40. LIQUIDATED DAMAGES

The Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, as outlined in the terms of contract, above in **Terms of Contract** listed above. Liquidated damages shall be \$300.00 per day in excess of terms of contract.

**41. PUBLIC RECORDS** - The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order 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 costs provided in Chapter 119, Fla. Stat., or as otherwise provided by;
- 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the; and
- 4. Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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

The failure of CONTRACTOR to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement.

**42. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT** - During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply



with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**43. DEBARMENT AND SUSPENSION** – The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

- a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or bids;
- d. Violation of city's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
- e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
- f. False certification pursuant to debarment and suspension decisions; and/or

Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

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## **13. BID SUBMISSION**

To facilitate the completeness of responses to this ITB, Responders are required to prepare their bid in accordance with the instructions outlined in this Section. Responders must respond in full to all ITB sections and follow the indicated ITB format (section numbering, and similar matters) in their bid. Failure to follow these instructions may result in rejection of the bid.

### **TAB A: FIRM QUALIFICATIONS**

1. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business, number of employees, and attach evidence of licenses and certification to perform the required services.
2. Provide location of office from which this work will be performed.
3. Outline the firm's experience with the specific work being requested by City. The firm should provide at least five (5) verifiable examples of projects of similar size and scope they completed including name of client, client contact information, description of project, project value and date project completed.
4. Provide names and experience of sub-contractors to be used by the firm (include names, contact information and services the individuals will provide to the City)
5. If the firm is a Minority Business Enterprise, please submit a written statement and supporting documents to that fact.

### **TAB B: FORMS**

The responder shall attach all fully completed and executed ITB Forms for Submittal as identified in Section 15 (BID SUBMITTAL CHECKLIST) of this solicitation.

The responder shall also attach the Minority Business Enterprise certification, if applicable.

Include any other attachments referenced in the solicitation.



### **Submission Copies**

Submit sealed bids, one (1) original, three (3) copies, and one (1) single PDF file on a flash drive, addressed to the City Clerk of the City of North Lauderdale. Each envelope should contain the following information:

- Bidder's Name and Return Address
- Solicitation Number – ITB #20-04-396
- Solicitation Title: Fire Station 44 Main Building and Generator Room Roofing - HMGP
- Solicitation Due Date and Time: **May 27, 2020 @ 3:00 pm EST**

Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. Experience of providing similar services will be used in the evaluation of bids by the City. Failure to submit the above requested information may be cause for rejection of your bid.

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## 14. BID PRICING FORM INFORMATION

### Excel Form Instructions

This solicitation uses an Electronic Bid Price Form in the format of a Microsoft Excel spreadsheet available as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Price Form by inserting **Vendor's Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the total will be calculated automatically. Recheck your entries prior to submission to ensure correct totals.

Once complete, print and click "SAVE AS" to save the file and include on your electronic submission of your bid, flash drive (provided by bidder). **The electronic version (on the USB flash drive) and hard copies should be submitted with your solicitation submittal.**

**ELECTRONIC BID PRICE FORM**  
**FIRE STATION 44 MAIN BUILDING AND GENERATOR ROOM ROOFING**  
**ITB #20-04-396**

Enter information in the yellow, unlocked cells.

**VENDOR'S NAME:**  
VENDOR'S ADDRESS:

**CONTACT PERSON:**  
PHONE:  
EMAIL:

THIS ELECTRONIC BID PRICE FORM IS THE SUBMITTER'S ONLY BID  
PRICES SUBMITTED HEREIN ARE NOT OFFERS AND ARE NOT ACCEPTED  
PLEASE PROVIDE DETAILED SPECIFICATIONS IN PROPOSAL. BID PRICES MUST INCLUDE, BUT NOT LIMITED TO:  
\* MATERIALS  
\* LABOR  
\* BID TO STATION  
\* TRANSPORTATION  
\* HANDLING  
\* DELIVERY FEE

Item No.	Item Title	Unit	Price
01	Excavation (per to existing structure to depth)	sq. yd.	\$ -
02	Concrete padwork for generator foundation (per to existing structure to depth)	sq. yd.	\$ -
03	Site prep conditions	sq. yd.	\$ -
04	Installation of roof truss	sq. ft.	\$ 10.00
05	Installation of roof purlin	sq. ft.	\$ 10.00
06	Delivery	sq. ft.	\$ -
<b>OWNER'S CONTRIBUTION</b>			
07	Owner Provided Materials, Unknown Conditions	sq. ft.	\$ 15,000.00
<b>ROOF REPLACEMENT WORK</b>			
08	Standing Seam Metal Roof and T-arch applied Roofing System attached main building and generator building include Roof Top equipment and prefabricated Curbs (2000's)	sq. ft.	\$ -
<b>TOTAL</b>			<b>\$ 15,000.00</b>

**Total (written out):**

Any extension or extension of quantities of work or materials in the schedule of items from and other reduction or omissions, or otherwise use in any way intended to indicate the true quantities or distribution of quantities or character or quality of materials needed. The CONTRACTOR agrees that he/she will make no claim against the CONTRACTOR if the actual character, quality, quantity, or quantity of such work or materials do not conform to the extent and character, quality, quantity, or quantity. It is understood by the bidder that no additional compensation shall be allowed for extra work, unless requested by the owner.

If you need assistance in obtaining or completing the Electronic Bid Price Form, you may contact the Purchasing Division at (954) 597-4718.



## 15. **BID SUBMITTAL CHECKLIST**

In order to assure that your bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each Consultant. It is the Consultant's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

**Failure to complete and return the required forms/documentation in submission may result in bid being non-responsive and not considered for award.**

- Bid Submission Tabs (A and B from Section 13)
- One (1) Original Bid (mark for differentiation)
- Three (3) Copies of Bid (mark for differentiation)
- One (1) Electronic Copy of Bid on **Flash Drive** (CDs will not be accepted)
- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Electronic Bid Form for Pricing
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Debarment, Suspension, Ineligibility, Voluntary Exclusion Form
- Byrd Anti-Lobbying Amendment Certification
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

**\*Please check [www.demandstar.com](http://www.demandstar.com) or City website for addenda and changes before submitting final bid\***



16.

**SAMPLE CONTRACT**





**PROFESSIONAL SERVICES SAMPLE AGREEMENT – DO NOT SUBMIT WITH BID**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2020**, by and between:

**CITY OF NORTH LAUDERDALE**, a municipal corporation of the State of Florida with a business address of **701 SW 71<sup>ST</sup> AVENUE, NORTH LAUDERDALE, FLORIDA 33068** (hereinafter referred to as the "CITY")

and

\_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide \_\_\_\_\_ as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**  
**“«Solicitation\_Title»”**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.



## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services for the **«Service Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation Type Abbreviation» # «Solicitation Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONSULTANT agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with bid form.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

## **ARTICLE 3**

### **TERM AND TERMINATION**

3.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and shall remain in effect for five (5) years from the date of award subject to termination as provided herein.



**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

- 4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed \_\_\_\_\_.
- 4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.
- 4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.4 Payment will be made to CONSULTANT at:

**«Vendor\_Name»**  
**Attn: «Vendor\_Contact\_Title»**  
**«Vendor\_Address\_Line\_1»**  
**«Vendor\_Address\_Line\_2»**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

- 5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services for particular projects to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- 5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the proper authority level with the Parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

- 6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.
- 6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of



infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subconsultant. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subconsultant to commence work on any subcontract until all similar such insurance required of the subconsultant has been obtained and similarly approved.



7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
  - a. Each occurrence \$1,000,000
  - b. Annual aggregate \$1,000,000
  
- B. Property Damage:
  - a. Each occurrence \$1,000,000
  - b. Annual aggregate \$1,000,000
  
- C. Personal Injury:
  - a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage.**



7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subconsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |  |
|---------------------------|------------|--|
| 1. Workers' Compensation: | Coverage A | Statutory  |
| 2. Employers Liability:   | Coverage B | \$100,000 Each Accident<br>\$500,000 Disease – Policy Limit<br>\$100,000 Disease – Each Employee |

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$2,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy. **[When applicable].**

## 7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.1 Waiver of all Rights of Subrogation against the CITY

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY

7.7.6 The City of North Lauderdale shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subconsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultants shall maintain such policies during the term of this Agreement.

7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

## **ARTICLE 8**

### **INDEPENDENT CONSULTANT**

8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9**

### **VENUE**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.



## **ARTICLE 10** **PUBLIC RECORDS**

10.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of this Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
701 SOUTHWEST 71<sup>ST</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056  
[PVANCHERI@NLAUDERDALE.ORG](mailto:PVANCHERI@NLAUDERDALE.ORG)**





## **ARTICLE 11** **MISCELLANEOUS**

11.1           **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

11.2           **Records.** CONSULTANT shall keep such records and accounts and require any and all subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

11.3           **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4           **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration contingent upon or resulting from the award or making of this agreement.



11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY                    Ambreen Bhatti, City Manager  
City of North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
Telephone No.:        (954) 722-0900

Copy To:             Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.        (954) 771-4500  
Facsimile No.         (954) 771-4923

CONSULTANT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly,



the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 **Scrutinized Companies.** CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.15 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

11.16 **Protection of City Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.17 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local CITY, state, and federal agencies as applicable.

11.18 **Bankruptcy.** It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.19 **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.20 **Uncontrollable Forces.** Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance



by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.20.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

11.21 **Non-Discrimination & Equal Opportunity Employment.** During the performance of this Agreement, the CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services. The CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.



**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF NORTH LAUDERDALE, FLORIDA

ATTEST:

\_\_\_\_\_  
PATRICIA VANCHERI, CITY CLERK

By: \_\_\_\_\_  
AMBREEN BHATTY, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

**«Vendor Name Upper Case»**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **«Vendor Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, **«Contract Signature Year»**.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



17.

## **REFERENCE DRAWINGS**

Please refer to separately attached drawings below for additional detailed information.

- SHEET A0.00 COVER SHEET ROOF PLAN
- SHEET A2.00 DEMOLITION EXTERIOR ELEVATIONS
- SHEET A2.01 EXTERIOR ELEVATIONS
- SHEET A3.01 BUILDING SECTION
- SHEET A3.02 BUILDING SECTION
- SHEET A5.01 ROOF PLAN
- SHEET A5.02 ROOF PLAN
- SHEET A5.03 ROOF PLAN
- SHEET A10.01 GENERATOR ROOM