INVITATION TO BID (ITB)

MEDIAN ENTRY WELCOME SIGNAGE

ITB #20-08-402

August 2020

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

Advertisement Dates: August 9, 2020 & August 16, 2020
## INVITATION TO BID (ITB)

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

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<th>ITB NUMBER:</th>
<th>20-08-402</th>
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<tr>
<td>ITB TITLE:</td>
<td>MEDIAN ENTRY WELCOME SIGNAGE</td>
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<tr>
<td>RELEASE DATES/TIME:</td>
<td>MONDAY, AUGUST 10, 2020 BY 12:00 PM EST</td>
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<td>NON-MANDATORY PRE-BID MEETING:</td>
<td>TUESDAY, AUGUST 18, 2020 @ 10:00 AM EST</td>
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<td>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</td>
<td>TUESDAY, AUGUST 25, 2020 @ 2:00 PM EST</td>
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<td>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</td>
<td>TUESDAY, SEPTEMBER 1, 2020 @ 11:00 AM EST</td>
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<td>RFP REPONSE DUE DATE/TIME:</td>
<td>THURSDAY, SEPTEMBER 10, 2020 @ 10:00 AM EST</td>
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<td>RECOMMENDATION FOR AWARD:</td>
<td>TUESDAY, SEPTEMBER 29, 2020 @ 6:00 PM EST</td>
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| DIRECT ALL INQUIRES TO: | Danielle Cancel  
Purchasing Coordinator  
Phone: (954) 597-4718  
Email: dkcancel@nlauerdale.org |
| BID DELIVERY & BID OPENING LOCATION: | City of North Lauderdale  
Office of the City Clerk  
701 SW 71st Avenue, 2nd Floor  
North Lauderdale, FL 33068 |

*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 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 proposer who submits the bid judged by the City to be the most beneficial, responsible, and most responsive proposer.
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 proposer 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 is seeking bids for five monument structures to be designed and constructed in accordance with the architectural sketch, photographs, and design requirements included herein Attachment A through Attachment C of Exhibit A.

2. SCOPE OF WORK

The City of North Lauderdale is seeking to engage qualified contractors to submit bids for the design, fabrication, and installation of five monument signs throughout the City of North Lauderdale. Signage shall be fabricated in accordance with the architectural drawings, pictures, and design requirements included herein Attachment A, Attachment B, and Attachment C of Exhibit A.

The locations where the City of North Lauderdale is planning to install the median entry welcome signage are as indicated below:

1. Rock Island by SW 3rd Court. Approximately 8'-0" long.
2. 64th Avenue near SW 24th Street. Approximately 10’-0” long.
3. McNab Road (NW 62nd Street). Approximately 13'-0" long.
4. State Road 7 near Prospect Rd. Approximately 10'-0” long.
5. State Road 7 north of Kimberly Boulevard. Approximately 8'-0" long.

The City reserves the right to add or remove locations based on constraints, or to change the configuration at a specific location if it is in the best interest of the City or due to permitting requirements of other governmental agencies.

3. NON-MANDATORY PRE-BID MEETING

This meeting will be held virtually utilizing Communications Media Technology (CMT) in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The conducting of virtual meetings is subject to potential change or modification and reversion to non-virtual, in-person public meetings under Ch. 286, FS, dependent upon Executive Orders of the Governor. The City Hall building is closed to the public.

A Non-Mandatory Pre-Bid Virtual Meeting will be held on Tuesday, August 18, 2020 @ 10:00 AM EST. All interested Contractors may connect by using Cisco WebEx subscription at the link provided.

Pre-registration required: All Contractors wishing to attend the meeting virtually must email Danielle Cancel at dkcancel@nlauderdale.org no later than 5:00 pm EST, Friday, August 14, 2020 to be provided a link to the meeting for the Q&A portion of the discussion.

Public access to view the virtual meeting via live stream can be accomplished as follows: https://www.nlauderdale.org/quick_links/meetings_and_minutes/2020_meetings.php

4. SITE-VISITS

If you require site visits, you must do so at your own risk using your own equipment and surveying devices. Any questions that may arise during or after your site visit must be emailed to the contact person listed on Page 2.
5. 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 Tuesday, August 25, 2020 @ 2:00 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 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.

6. BONDS

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

7. MINIMUM REQUIREMENTS

In order to be deemed a responsible proposer, 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
8. SPECIFICATIONS

The scope of services includes complete design, labor, materials, construction and installation City entry signs as described below:

I. The monument sign structures will be designed and constructed in accordance with the architectural sketch and photographs attached as Attachment A and Attachment C of Exhibit A respectively. Complete architectural drawings shall be provided by the sign manufacturer for review and approval prior to the manufacturing of any sign components.

II. The signs will be located at the specific location in the locations shown on Attachment B.

III. Detailed location drawings will be provided to the awarded bidder for City, County and State permitting requirements. The Awarded Bidder shall be responsible for permit applications needed to secure permits and construct the monument signs, including but not limited to structural/foundation drawings and shop drawings.

IV. The signs shall be constructed and placed inside medians and along the side of the road at identified locations referenced in Attachment A of Exhibit A. The welcome signs are to be painted with Owner approved colors.

V. The sign structure shall have a stone and stucco finish as shown in the Attachment C.

VI. The decorative stone finish along the post of the sign shall be found in uniform with all existing welcome signs. Alternative approved equals can be considered. Samples to be submitted to Project Manager for approval prior to ordering and installation.

VII. The portions of the sign structure without stone shall have a smooth stucco finish and painted in color provided by the City.

9. PROJECT TIMELINE

Purchase and delivery of items under the statement of work shall be within two hundred (200) 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(s) 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):

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**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.
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.

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.

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

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 proposers 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 proposers 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 virtually on Tuesday, August 18, 2020 at 10:00am. 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 proposer, 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 proposers 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 proposer. Prospective proposers 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 proposer to receive any such addenda or interpretation shall not relieve any proposer 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, 2nd Floor, City of North Lauderdale, Florida.

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 proposer 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 proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, 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 proposer, 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 proposer, or any person interested in the proposed work. The proposer 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 proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations
12. WITHDRAWALS
   – Any proposer 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 proposers 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 proposer 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 proposer 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 proposer who is reliable and
responsible in the opinion of the City. Such proposer 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 an 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 RFP, 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.

27. 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.

28. 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.

29. 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.

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

31. 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.
32. 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.

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

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

35. 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.

36. 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.

37. 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.
38. 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.

39. 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 $250.00 per day in excess of terms of contract.

40. 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.

41. 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.

42. 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.
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 any and all sub-contractors to be used by the firm (include names, contact information and services the individuals will provide to the City)

**TAB B: FORMS**

The responder shall attach all fully completed and executed ITB Forms for Submittal as identified in Section 14 (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 #20-08-402
- Solicitation Title: Median Entry Welcome Signage
- Solicitation Due Date and Time: September 10, 2020 @ 10:00 am EST

Although methods and means are always the responsibility of a contractor, proposers 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.
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 proposer). The **electronic version (on the USB flash drive) and hard copies should be submitted with your solicitation submittal**.

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
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications
- Local Vendor Preference

*Please check [www.demandstar.com](http://www.demandstar.com) or City website for addenda and changes before submitting final bid*
16. SAMPLE CONTRACT
CONSTRUCTION AGREEMENT SAMPLE– DO NOT SUBMIT WITH BID

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of ____________, 20___, by and between:

CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida with a business address of 701 SW 71st AVENUE, NORTH LAUDERDALE, FLORIDA 33068 hereinafter referred to as "CITY",

and

__________________________________________ a ______________________, authorized to do business in the State of Florida, with a business address of ________________________________ (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

WHEREAS, the CITY is in need of ____________________________________________.

WHEREAS, the CITY has hereto invited bids for the __________________________ (“Project”) identified by bid number ______________ and more commonly referred to as: ____________________________; and,

WHEREAS, CONTRACTOR, in compliance with the bidding requirements announced by the CITY submitted a bid on the _____ day of ____________, 20___, for the total bid amount of __________________________; and,

WHEREAS, the CITY procured pricing for this service under Section ______ of the CITY’s Code of Ordinances, entitled “______________ ”; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve substantial completion without interruption within ___________ calendar days of the CITY’s provision of its Notice to Proceed, subject only to extensions of time approved, in writing, by the CITY.
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 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.

The foregoing “Whereas” clauses are true and correct and incorporated herein by this reference, as if fully set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for ______________________, as more particularly described in and in accordance with the Scope of Services outlined in the specifications, attached hereto as Exhibit "A" and by this reference made a part hereof, and in the CONTRACTOR’s proposal attached hereto as Exhibit “B” and by this reference made a part hereof. CONTRACTOR agrees to perform all services required pursuant to this Agreement.

2.2 CONTRACTOR 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 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR’s expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the commencement of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

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

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.
2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR agrees that all meetings relating to the Project shall take place at a CITY facility or via conference call, where practicable. Work performed pursuant to this Agreement shall take place with a CITY representative present, if CITY so desires.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced immediately upon CONTRACTOR’s receipt of CITY’s Notice to Proceed. The work shall be completed within ________________ days from issuance of CITY’s Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, completion shall mean the issuance of final permit.

3.2 During the pre-service portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the service portion of the work may be obtained. In the event that any delays in the pre-service or service portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify 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, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

3.4 Time is of the essence for the Project under this Agreement. In the event the CONTRACTOR shall fail to timely commence the Project following the Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Agreement, after due allowance for any extension or extensions of time made in accord with this Agreement, the CITY may immediately terminate this Agreement.

3.5 CONTRACTOR shall notify the CITY’s ________________, in writing, of any change in the names and addresses of each subcontractor proposed for principal parts of the Project, and any changes in subcontractors from those proposed in CONTRACTOR’s bid proposal, and for such others as the CITY’s ________________ may direct, and shall not employ any that CITY may, within a reasonable time, object to.
ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR monthly for all services performed by CONTRACTOR for work that has been completed, inspected and properly invoiced. The total compensation for all services shall NOT EXCEED ________________________________.

4.1.1 Reserved (Owner’s Contingency Language).

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. 50% completion of the project will occur when _________________. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the Project name, Project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary releases and affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.2 Method of Billing and Payment.

4.2.1 The CITY shall, within thirty (30) business days from the date the CITY’s ________________ approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s _________________ or his/her assignees.

4.2.2 Payment will be made to CONTRACTOR at:

________________________________________
________________________________________
________________________________________

ARTICLE 5
WAIVER OF LIENS

5.1 Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors, who worked on the Project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.
ARTICLE 6
WARRANTY

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of Project. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any performance or payment bonds, which may be required by the original bid document.

ARTICLE 7
CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibits "A" and "B", attached hereto and by this reference made a part hereof, as more particularly described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. 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.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.
ARTICLE 8
PAYMENT & PERFORMANCE BOND

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

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be 100% of the contract value. The performance bond shall be conditioned upon the CONTRACTOR’s performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR’s promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County. CONTRACTOR shall be responsible to pay all recording costs.
ARTICLE 9
INDEMNIFICATION

9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 Nothing contained herein is intended nor shall be construed to waive CITY’s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10
INSURANCE

10.1 The CONTRACTOR 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 CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR 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 attorneys’ fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR 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.
10.2 CONTRACTOR 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 CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 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.

10.4 Policies shall be endorsed to provide the CITY thirty (30) days’ notice of cancellation or the CONTRACTOR shall obtain written agreement from its agent to provide the CITY thirty (30) days’ notice of cancellation.

10.5 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, the CONTRACTOR shall furnish, at least fifteen (15) 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 CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

10.6.1 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:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000 (when applicable)
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000
6. Environmental/Pollution Liability - $1,000,000

Products & Completed Operations Coverage shall be maintained for ten (10) years after the final payment under this contract.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. CITY’s Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
10.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the Scope of Work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and its subcontractors 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 CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

10.6.3 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

10.6.4 Professional Liability Insurance of $2,000,000 per occurrence.

10.6.5 Sexual Abuse may not be excluded from any policy. (Where applicable).

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein
10.7.2 Waiver of all Rights of Subrogation against the CITY
10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY
10.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory
10.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY
10.7.6 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.
10.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

10.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor 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 subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.10 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.

10.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

11.1 During the performance of the Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR 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.
ARTICLE 12
INDEPENDENT CONTRACTOR

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor 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 CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR 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 CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13
TERMINATION

13.1 Termination for Convenience: This Agreement may be terminated by CITY for convenience, upon seven (7) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

13.2 Default by CONTRACTOR: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

13.3 This Agreement may be terminated by the CITY at any time before issuance of a Notice to Proceed. If this Agreement is cancelled in this manner, the CONTRACTOR shall not be entitled to compensation under this Agreement.
ARTICLE 14
UNCONTROLLABLE FORCES

14.1 Neither CITY nor CONTRACTOR 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.

14.2 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.

ARTICLE 15
AGREEMENT SUBJECT TO FUNDING

15.1 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.

ARTICLE 16
GOVERNING LAW AND VENUE

16.1 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 actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17
SIGNATORY AUTHORITY

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18
MERGER; AMENDMENT

18.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.
ARTICLE 19
DEFAULT OF CONTRACT & REMEDIES

19.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

19.1.2 **Liquidated Damages.** As a breach of this Agreement would cause serious and substantial damage to CITY property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **TWO HUNDRED AND FIFTY DOLLARS ($250.00)** for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

19.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

19.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

19.2.1. The abandonment of the Project that is the subject of this Agreement by CONTRACTOR for a period of more than seven (7) business days.

19.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY’s ________________ relative thereto.

19.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

19.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
19.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

19.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

19.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

19.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the surety together with the costs incident thereto to such default.

19.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

19.3.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 20
BANKRUPTCY

20.1 It is agreed that if CONTRACTOR 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.
ARTICLE 21
DISPUTE RESOLUTION

21.1  **Arbitration.** In addition to any other remedy provided for hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

21.2  **Operations During Dispute.**

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY’s property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22
PUBLIC RECORDS

22.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Laws. Specifically, the CONTRACTOR shall:

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

22.1.2 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;

22.1.3 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 Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
22.1.4 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 CITY.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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

CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 724-7056
PVANCHERI@NLAUDERDALE.ORG

ARTICLE 23
MISCELLANEOUS

23.1 Ownership of Documents. Reports, surveys, 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.

23.2 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

23.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors 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 CONTRACTOR 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.
23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR 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.

23.6 **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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

**CITY**

Ambreen Bhatty, City Manager  
City of North Lauderdale  
701 SW 71st 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

**CONTRACTOR:**  

23.7 **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.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
23.9 **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.

23.10 **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.

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

23.12 **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.

23.13 **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.

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

23.15 **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.

23.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable. [Include language re: Jessica Lunsford Act, where applicable].

23.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

23.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
23.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.17.2.2 Is engaged in business operations in Syria.

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

AMBREEN BHATTY, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

__________________________________ By: ______________________________________

PATRICIA VANCHERI, CITY CLERK AMBREEN BHATTY, CITY MANAGER

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this __________ day of ______, 2020,

(SIGNATORY NAME) __________________________________________________________

(NAME OF ENTITY), __________________________________________________________

Florida (TYPE OF ENTITY), ____________________________________________________

on behalf of the company. He/she is personally known to me or has produced

____________________________________________(TYPE OF ID) as identification.
17. **REFERENCE EXHIBIT A**

Please refer to separately attached Exhibit A for additional detailed information.