

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
TADEOS ENGINEERING, LLC
for
DESIGN-BUILD PARK SHADE STRUCTURES
RFQ No. 04-30-19-11

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the “City”) and Tadeos Engineering, LLC, a limited liability company with principal offices located at 14030 NW 82 Avenue, Miami Lakes, FL 33016 (the “Contractor”) to provide Design-Build Park Shade Structures as specified in Request for Qualifications (“RFQ”) No. 04-30-19-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions) RFQ No. 04-30-19-11, all addenda issued prior to, and all modifications issued after execution of this Agreement. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between the aforementioned documents, this Agreement will control, followed by Exhibit “A” – “Proposal Package” and Exhibit “B” – “RFQ Documents” in that order.

2) The Work

The Contractor shall perform all work for the City required by the Contract Documents and RFQ No. 04-30-19-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the Contract Documents.
- b) 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 on the job site to enforce these policies and procedures at the Contractor’s expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d) 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 the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor shall be responsible for all actions of his subcontractors and shall ensure that all subcontractors comply with the above guidelines, retaining necessary insurance in force, where required, throughout the term of this agreement.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement

- a) The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Project substantial completion shall be within one hundred thirty (130) days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion, shall be twenty (20) calendar days from date of substantial completion totaling one hundred fifty (150) calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- b) During the pre-construction portion of the work, the parties agree to work diligently and in good faith in performing their obligations so that all required permits for the construction portion of the work may be obtained by the Contractor in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties and such delays are the result of force majeure or are otherwise outside of the control of either party, then the parties shall agree on an equitable extension of the time for substantial completion.

5) Guaranteed Maximum Price as Contract Sum

The City shall pay the Contractor in current funds for the performance of the work, in the Guaranteed Maximum Price ("GMP") of ONE HUNDRED AND NINETY-NINE THOUSAND SEVEN HUNDRED Dollars and ZERO cents (\$199,700.00) pursuant to Exhibit "A" – Proposal Package.

6) Payments

Payments will be made in accordance with Contract Documents and RFQ No. 04-30-19-11. Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from the monthly payment. The City may, at its sole discretion, reduce the retainage to five percent (5%) after successful completion of fifty percent (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

7) Remedies

Damages

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

Correction of Work

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

8) Change Orders

a) Without invalidating the Contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a Change Order until the Change Order setting forth the adjustments is approved by the City, and executed by both parties. Once the Change Order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include no more than five percent (5%) overhead and five percent (5%) profit respectively.

b) The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

c) The Contract Price and/or Time may only be changed by a Change Order. A fully executed Change Order for any extra work must exist before such extra work is

begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

- d) The Contract Time may only be changed by a Change Order. A fully executed Change Order must exist prior to extension of the contract time.
- e) Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- f) Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- g) In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the Contract, and a Change Order has not been issued, the City reserves the right, at its sole option, to terminate the Contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a Change Order for an increase or decrease in the Contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not

be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes that the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

11) Warranties

Warranty of Title

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications

Contractor warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability

Contractor warrants all material and workmanship for a minimum of five (5) years from date of project completion and acceptance by the City. If within five (5) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the materials or work are found to be defective or not in accordance with the Contract Documents, the Contractor shall after receipt of a written notice from the City to do so, promptly replace the defective material and/or correct the work unless the City has previously given the Contractor a written acceptance of such condition.

After the initial five year warranty, a limited extended warranty for materials will ensue for the following five years. This will be a decrementing warranty prorated to be reduced by twenty (20) percent each year over the second five-year period.

12) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination of expiration hereof.

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

13) Anti-Discrimination

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression or veteran or service member status.

14) Independent Contractor

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 any 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 Worker's 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, 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 had 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.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the Contract Administrator.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Luis O. de la Hoz Olivera
Tadeos Engineering, LLC
14030 NW 82 Avenue
Miami Lakes, FL 33016
Office: (305) 560-0120
Mobile: (305) 903-8816
Email: luis@tadeosengineering.com
www.tadeosengineering.com

17) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

18) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

19) Waiver of Jury Trial

Contractor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

20) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Tadeos Engineering, LLC, signing by and through its President, Luis Oscar de la Hoz Olivera, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager

Date

Leslie Wallace May
City Clerk

Date

Approved as to form and legal sufficiency:


Terrill C. Pyburn, City Attorney

Date


TADEOS ENGINEERING, LLC

ATTEST:

Tadeos Engineering LLC.
Company Name



(Corporate Secretary)

 8/2/19

Signature of President/Owner Date

Tamara Acosta

Type/Print Name of Corporate Secy.

Luis D. de C. Hernandez

Type/Print Name of President/Owner



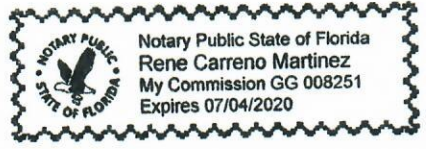
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CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF Miami Dade :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State afresaid and in the County aforesaid to take acknowledgments, personally appeared Luis Del Rio, of Tradeos Engineering a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 7 day of August, 2019.



[Signature]
Signature of Notary Public
State of Florida at Large

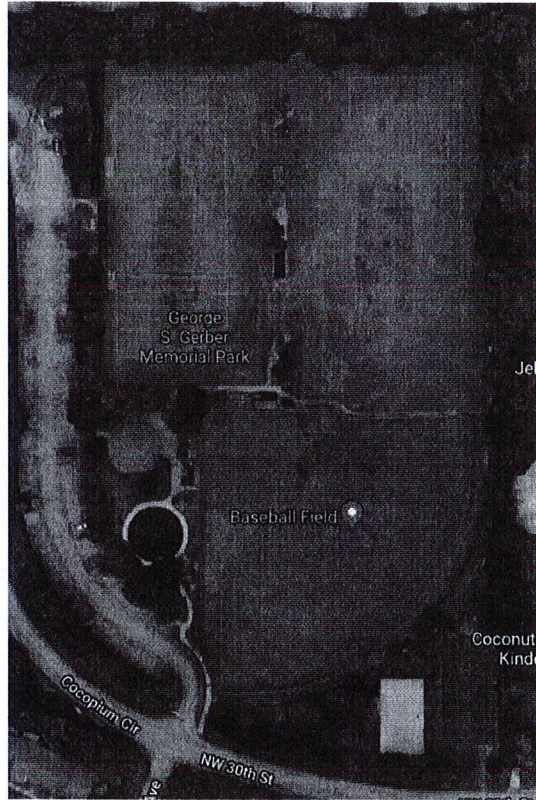
Rene Carreno Martinez
Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

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

EXHIBIT "A"
PROPOSAL PACKAGE



Design-Build - Park Shade Structures

RFQ No. 04-30-19-11

Submitted on May 7th 2019

Tadeos Engineering LLC
Luis O. de la Hoz Olivera, President
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

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Attn: Purchasing and Contracts Division
Risk Manager
City of Coconut Creek



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Attn: Purchasing and Contracts Division
Risk Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida, FL 33063

Ref.:

**Design-Build – Park Shade Structures
RFQ No. 04-30-19-11**

To Risk Manager

Tadeos Engineering is pleased to submit a proposal to the City of Coconut Creek for RFQ No. 04-30-19-11: Design-Build – Park Shade Structures.

Tadeos is a full-service engineering design and construction company, specializing in quality design/build and construction management services for our clients. We are fully licensed and insured in all the services and specialties we offer. In addition to this, Tadeos has the unique ability to work within various project settings and scopes of work.

We are a small firm offering large firm availability and productivity. Due to this, we have been able to obtain experience working for various entities; from private companies to government municipals. From the forefront of a project, we focus on working with the client to meet their proposed schedule, standards, and expectations.

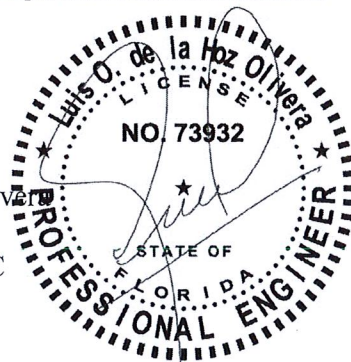
We appreciate you taking the time to review our proposal and affording us the opportunity to bid this project.

Bidder: Tadeos Engineering LLC
14750 NW 77th Ct., Suite 205
Miami Lakes, FL 33016

Primary Contact: Luis Oscar de la Hoz Olivera
C: 305-903-8816
luis@tadeosengineering.com

Sincerely,

Luis Oscar de la Hoz Olivera
President
Tadeos Engineering LLC





Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

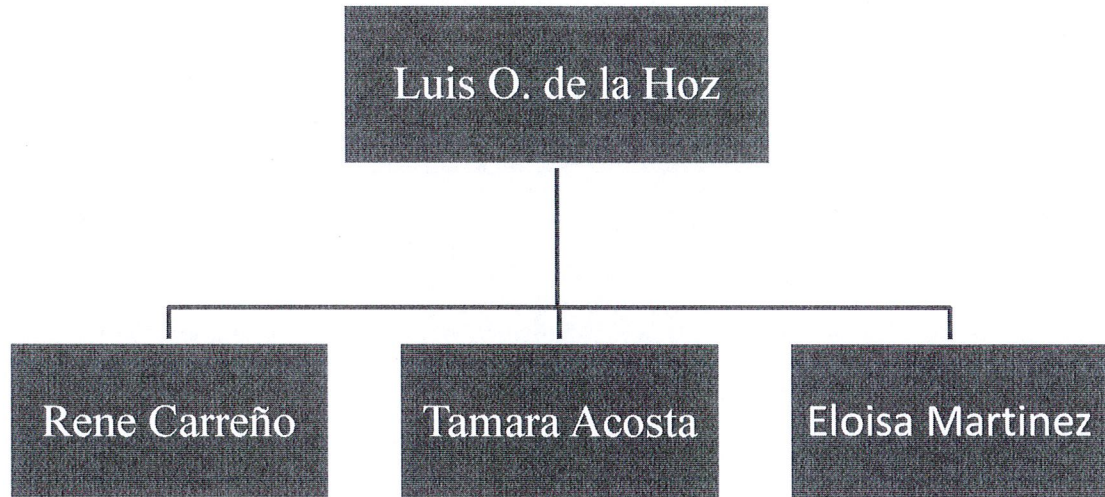
Office Location and Key Personnel

Main Office: 14030 NW 82nd Ave.
Miami Lakes, FL 33016

Key Personnel:

- Luis O. de la Hoz Olivera, President: Professional Engineer and Certified General Contractor.
- Rene Carreno: Project Manager
- Tamara Acosta: Design Engineer
- Eloisa Martinez: Engineer

Organization Description



Luis O. de la Hoz Olivera, PE, CGC

- B.S in Civil Engineering, *University of Camaguey*
- Florida Licensed Professional Engineer (PE Lic. # 73932)
- Florida Certified General Contractor (CGC 1523427)

Rene Carreño, CGC

- B.S in Civil Engineering, *University of Camaguey*

Tamara Acosta, EIT

- B.S in Civil Engineering, *CUJAE, La Habana*

Eloisa Martinez

- B.S in Civil Engineering, *University of Camaguey*



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Previous Experience / References

1.- Head Start Playground

Project Description: Eight (8) Design and Build Playground in multiple locations (Daycare).

Final Cost: 291,731.53 USD

Owner: Miami Dade County

Address: Multiple Locations

Contact Person: Nelson Medina

786-521-1467

Nelson.Medina2@miamidade.gov

Date of completion: June 2019 (estimated)

Error and Omissions: N/A

2.- Zoo Miami Canopy Shade Repair

Project Description: Repair structural damages due to Hurricane Irma of shade structures at Miami Zoo.

Final Cost: 267,376.00 USD

Owner: Miami Dade County

Address: Miami Metro Zoo

Contact Person: Chad Douglas

305-343-9265

Chad.Douglas@miamidade.gov

Date of completion: March 2019

Error and Omissions: N/A

3.- E8Q30: Concrete/Trench Repair at Snapper Creek Plaza

Project Description: Repair structural damages of ground floor slab at parking area

Final Cost: 93,972.80 USD

Owner: Florida Department of Transportation

Address: Snapper Creek Service Plaza

Florida Turnpike (SR 821, Milepost 19)

Contact Person: Alan Chua

954-790-8902

alan.chua@dot.state.fl.us

Date of completion: June 2017

Error and Omissions: N/A



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

4.- E4S28: Concrete/Trench Repair at Snapper Creek Plaza

Project Description: Seven (7) new wooden structure/metal roof pavilions.

Final Cost: 303,591.00 USD

Owner: Florida Department of Transportation

Address: Multiple Locations alongside of SR 93/I-75 Alligator Alley Recreation and Rest Areas between MP 26 and MP 35

Contact Person: Arturo Castro

954-298-0485

Arturo.Castro@dot.state.fl.us

Date of completion: October 2017

Error and Omissions: N/A

5.- E4T17: Bridge Repair

Project Description: Epoxy and Carbon Fiber Structural repairs to cracked and spalled concrete beam.

Final Cost: 78,426.00 USD

Owner: Florida Department of Transportation

Address: Bridge Number 860507, Stirling Road/SR848 over SR91/Florida's Turnpike in Broward County

Contact Person: Rick Stripeaut

954-444-8061

ricke@cegroupl.com

Date of completion: September 2018

Error and Omissions: N/A



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Technical Proposal

Tadeos Engineering shall provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Park Shade Structure at Gerber Park, Coconut Creek.

We consider that proposal of Tadeos Engineer LLC is the most effective and beneficial to the City of Coconut Creek because experience and professionalism of our in-house design team and our low overhead shall drastically impact the final price.

Tadeos Engineering is fully committed to the timeline for the completion of the of the project.



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Core Competency

Tadeos is a full-service engineering design and construction company where its single distinctive competency is the **Client Service**, we responds directly to the clients and anticipate their needs. Since we are a small family owned company, the communication with clients is direct, the contact person is the President and is easily reached at his cell phone or email, the communication is never thru a third person, automatic answer machine or front desk attendant.

Factors for successful relationship:

- 1. Focus on Exceptional Communication:**

Timely, efficient communication is a priority. Being available demonstrates that our client's project and satisfaction are important to us. In addition to timely and thorough communication, it's also important to make our clients feel comfortable being open and honest with us. They should feel that their ideas and concerns will be taken seriously.

- 2. Maintain a positive Attitude:**

As stressed out or overwhelmed, it's important to us to show a positive face to your clients. We exude the energy and confidence that we want our clients to feel about our work.

- 3. Exceed Expectations:**

One of the best ways to help build a strong relationship with our clients is to develop a reputation as a Professional who delivers exceptional results. Make sure that we don't oversell yourself and promise unrealistic results. By setting reasonable expectations, we give our self the opportunity to completely impress the client with the final project and position our self as someone they would like to continue to work with.

Luis Oscar de la Hoz Olivera

EDUCATION:

- 1994, Bachelor of Science in Civil Engineering (Golden Seal for Academic Achievement), University of Camagüey, Cuba

QUALIFICATIONS:

- April 2011, Engineer Intern, Florida Board of Professional Engineers.
- October 2011, Professional Engineer, Florida Board of Professional Engineers. License number: PE 73932
- November 2013, Helical Foundation Inspector
- July 2015, Certified General Contractor. License number: CGC 1523427

WORK EXPERIENCE:

January/2015 to present:

Tadeos Engineering LLC. Miami Lakes, Florida.

Position: **President.**

Projects:

Construction Projects

- ◆ FDOT: E8Q30, Concrete Repair at Snapper Creek Plaza (Turnpike & SW 120th St.)
- ◆ FDOT: E6L30, Mowing-Routine Maintenance at Tamiami Trail and Ingraham Hwy.
- ◆ FDOT: E4S28, Recreation and Rest Area Improvement at Alligator Alley
- ◆ FDOT: E6L42-R0, Striping Miami Dade Countywide Routine-Maintenance
- ◆ FDOT: E6L45-R0, Sidewalk Concrete Repair Miami Dade County
- ◆ Multiple Residential and Commercial projects in the private sector.

Design Projects

Commercial

- ◆ 1300 E Hillsboro Blvd., Deerfield Beach
- ◆ 2200 NW 2nd Ave, Miami
- ◆ 3401 Main Highway, Coconut Grove
- ◆ Las Vegas Restaurant (Numerous locations)
- ◆ 370 NW 8th Ave, Miami
- ◆ Grove Bay Marina, 3500 Panamerican Drive, Miami
- ◆ 4800 NW 2nd Ave., Miami
- ◆ Glass House, Coconut Grove
- ◆ 2310 E Atlantic Blvd, Pompano Beach

Warehouse

- ◆ 8100 NW 68th St., Miami
- ◆ 7142 NE 2nd Ave. Miami
- ◆ 300, 310 & 320 NE 60 St., Miami

Miami Dade County Public School

- ◆ Sabal Palm Elementary School, Miami
- ◆ South Miami Heights Elementary School
- ◆ Highland Oaks Elementary
- ◆ Miami Spring Elementary School
- ◆ Arthur and Poly Mays Conservatory

- ◆ Key Biscayne Elementary School
- ◆ Coral Gables Elementary School
- ◆ Miami Heights Elementary School
- ◆ Oak Grove Elementary School
- ◆ Miami Northwestern Senior High School
- ◆ Melrose Elementary School
- ◆ American Senior High School
- ◆ South Miami K-8
- ◆ Miami Southridge Senior High School
- ◆ Caribbean Elementary School

Window Shop Drawings

- ◆ Española Way, Miami Beach
- ◆ Princeton Grove, Multifamily Apartment Complex, Miami
- ◆ Place at Dania Beach, Multifamily Apartment Complex, Dania Beach
- ◆ Indian River County, Intergenerational Recreation Center, Vero Beach
- ◆ St. Philip's Episcopal School, Coral Gables
- ◆ The Ritz Carlton, Fort Lauderdale
- ◆ Armani Sales Center, Sunny Isles Beach
- ◆ Fire Rescue Station #3, Coral Gables
- ◆ Homestead Police Station
- ◆ Las Vegas Restaurant, Down Town Doral
- ◆ Numerous other projects, South Florida

Railing Shop Drawings

- ◆ Porsche Design Tower (Pent houses), Sunny Isles Beach
- ◆ Princeton Grove, Multifamily Apartment Complex, Miami
- ◆ Lake Osborne, Multifamily Apartment Complex, Lake Worth
- ◆ Numerous other residential/commercial projects, South Florida

Residential

- ◆ 2459 Overbrook St., Miami
- ◆ 2463 Overbrook St., Miami
- ◆ 30 Bay Heights Dr., Miami
- ◆ 6000 SW 28th St., Miami
- ◆ 780 NE 88th St., Miami
- ◆ Renoir Cookie Cutter Model
- ◆ Renoir II Cookie Cutter Model
- ◆ ORCHID Model
- ◆ HIBISCUS Model
- ◆ BAY GARDEN Model
- ◆ SIX Bedroom Model
- ◆ 6030 Bis Alton Rd., Miami Beach
- ◆ 94825 Overseas Highway, Key Largo
- ◆ Numerous remodeling/addition projects, South Florida

Concrete Repair

- ◆ 415, 419 & 23 Pinetree Ct., Atlantis

- ◆ 1590 NW 10th Ave. Boca Raton
- ◆ 2300 NE 32nd Ct., Light House Point
- ◆ 1840 Dewie St., Hollywood
- ◆ Ingraham Building, 25 SE 2nd Ave., Miami
- ◆ 10467 Sunrise Lakes Blvd. Sunrise
- ◆ 2765 NE 1th St. Fort Lauderdale
- ◆ 7940 West Dr., North Bay Village
- ◆ 8205 NW 61st St., Building A & B, Tamarac
- ◆ 1109 NW 22nd St., Miami
- ◆ 1450 S Treasure Dr., North Bay Village
- ◆ 1100 SW 12TH St., Ft. Lauderdale
- ◆ 1590 NW 10th Ave., Boca Raton

December/2008-January/2015:

Seahorse Construction LLC. Key Biscayne, Florida.

Projects:

- ◆ South Bay Group Headquarter (10 000 sq.ft, Interior remodeling).
- ◆ 605 Glenridge Rd., Key Biscayne
- ◆ 544 Fernwood Rd., Key Biscayne
- ◆ Ocean Reef Club, Key Largo (numerous new luxury residents)

Position: **Project Manager.**

April/2008-December/2008:

Florida Lemark, Miami, Florida.

Projects:

- ◆ Structural repair and water proofing in several projects.

Position: **Project Manager.**

2005 – 2007:

Diseño Optimo of Antigua Ltd., Antigua & Barbuda.

Projects:

- ◆ “Casa Lidia”, Residential.
- ◆ Marva Christian’s Residence.
- ◆ Nonscuch Bay, La Perla Living International (Residential Complex, 62 apartments & 15 townhouses).
- ◆ Serendipity Place, (112 Apartments).
- ◆ Marina Yacht Club & Hotel (30 Bungalows).
- ◆ Emisia Building (18 000 sq. ft.).

Position: **Project Manager.**

1994 – 2005:

CIMEX S.A., Camagüey, Cuba.

Projects:

- ◆ Plaza Méndez Shopping Mall.
- ◆ Shopping Complex.
- ◆ Plaza Hotel.
- ◆ Refurbished “Club Santa Lucia” (Hotel, 196 rooms 3 star).
- ◆ Refurbished Hotel Camagüey Cottages (6 cottages 4 star).
- ◆ TRD Shopping Mall.
- ◆ LARES Real Estate Development, CUBALSE (7 Residences).

Luis Oscar de la Hoz Olivera
14750 NW 77th Ct., Suite 306, Miami Lakes, Fl. 33016
Email: luis@tadeoengineering.com
Phone: 305 903-8816

- ◆ Santa Clara Clinic. (Hotel, 254 rooms).
- ◆ Bungalow Hotel Bella Costa (96 Bungalow 5 star).
- ◆ Renovation “Villa Tortuga” (180 rooms 4 star).
- ◆ Hotel International II (250 rooms 5 star).
- ◆ Researched concrete mix design with additives.

Position: **Project Manager/Owner’s representative/Construction Inspector.**

Updated on April 2, 2018

RENÉ CARREÑO MARTÍNEZ

7141 Miami Lakes Dr. Apt 16. Miami Lakes. FL 33014
(305) 492-0461 – recam0515@gmail.com

EDUCATION

University of Camagüey, Cuba
Civil Engineer, June 1998

POSTGRADUATE EDUCATION/CERTIFICATION

Project Management, 2007. Camaguey, Cuba
Analysis and Interpretation of Financial Statements for Decision Making,
2007. Camaguey, Cuba
Management of Human Resources, 2008. Camaguey, Cuba
Business Communication and Marketing, 2008. Camaguey, Cuba
Quality Assurance, 2009. Camaguey, Cuba
General Contractor, 2010. Camaguey, Cuba
Negotiation Techniques, 2011. Camaguey, Cuba
Allan Block Products, 2015. Florida. USA
An Introduction to Helical Foundation System, Grouted Helical Piles, Push
Piers and Polyurethane Foam Injection, 2016. Florida. USA
Temporary Traffic Control. Intermediate Course, 2017. Florida. USA
General Contractor, 2017. Florida. USA

WORK EXPERIENCE IN USA

TADEOS Engineering, LLC. Miami, FL, USA

Construction Superintendent, July, 2015 – Now

Supervision on Site all process of construction.

Quality control and coordination whit contractors.

Scheduling of materials, labor and equipment.

Make reports systematically to the General Contractor.

Perform estimates for new projects.

Construction's Projects:

- **Residentials:**

35 Cinnamon Bark Lane. Key Largo. Fl 33037

39 Cinnamon Bark Lane. Key Largo. Fl 33037

41 Cinnamon Bark Lane. Key Largo. Fl 33037

43 Cinnamon Bark Lane. Key Largo. Fl 33037

3709 Poinciana Ave. Miami Fl 33133

- **FDOT Projects:**

E8Q30. Concrete Repair. FDOT

E4S28. Seven New Pavilions. FDOT

E6L45-R0. Sidewalk Repair. FDOT

- **Commercial Projects:**

2520 N University Dr., Sunrise. FL (Renovation)

Source Awnings. Miami, FL, USA

Labor and Supervisor. March, 2015 – July, 2015

I started working like Labor in all process of awning and railing productions and finished like Supervisor of installation at the Sites.

WORK EXPERIENCE IN CUBA

Empresa de Servicios de Ingeniería de Camagüey. Camagüey, Cuba

Project Manager, 2003-2013

Negotiation of contracts of construction; control and monitoring of contracts of construction; interpretation of financial statements; application of quality systems; implementation of projects from inception to completion; execution

of turnkey projects; implementation of subterranean projects, roads and housing developments.

Major Projects:

Schools Remodeling. Camaguey, Cuba

Housing Development Los Coquitos. Camaguey, Cuba

Maceo Street, Boulevard. Camaguey, Cuba

Tayabito, Hotel. Camaguey, Cuba

Camino de Hierro, Hotel. Camaguey, Cuba

Empresa Constructora de Obras de Arquitectura #17. Camaguey, Cuba

Chief Technical Officer, 2001-2003

Control of budgets; scheduling of materials, labor and equipment; elaboration and monitoring of work schedules; preparation, monitoring and control of work contracts

Major Projects:

Copacabana Comercial Center. Camaguey, Cuba

Empresa Constructora de Obras de Arquitectura #17. Havana, Cuba

Supervisor, 2000-2001

Experience on site: Budget control, construction techniques including masonry, plumbing, waterproofing, soil stabilization and road construction.

Major Projects:

Art School Instructors, Habana. Cuba

Empresa Constructora de Obras Industriales #8. Camaguey, Cuba

Supervisor, 1998-2000

Experience on site; construction techniques including masonry, plumbing, waterproofing, soil stabilization and road construction.

Major Projects:

Coral Hotel, Santa Lucia. Camaguey, Cuba

TRD Store, La Caridad. Camaguey, Cuba

PERSONAL SKILLS

Languages: Native Spanish speaker, Basic English



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Litigation/Judgments/Settlements/Debarments/Suspensions:

At the time of this submission there is not any pending litigation and any judgments and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years.

Tadeos Engineer LLC has not been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Technical Proposal

Tadeos Engineering shall provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Park Shade Structure at Gerber Park, Coconut Creek.

We consider that proposal of Tadeos Engineer LLC is the most effective and beneficial to the City of Coconut Creek because experience and professionalism of our in-house design team and our low overhead shall drastically impact the final price.

Tadeos Engineering is fully committed to the timeline for the completion of the of the project.



Tadeos Engineering LLC
14030 NW 82nd Ave., Miami Lakes, FL 33016
Email: luis@tadeosengineering.com
Phone: 305-903-8816

Additional Information

“There is no additional Information that we wish to present”

SECTION VI
REQUIRED FORMS

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: Tadeos Engineering LLC
 Social Security/Federal Tax I.D. No.: 1342-3077227
 Proposer's Name (Print): Luis D. De la Hoz Title: President
 Address: 14030 NW B2 Ave
 City/State/Zip: Miami Lakes, FL 33016
 Phone: 305-903-8816 Fax: _____
 Email: Luis@tadeosengineering.com

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>04/16/2019</u>
Addendum No: <u>2</u>	Dated: <u>04/23/2019</u>
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFQ.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFQ. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date 5/4/19

Luis De la Hoz
Proposer's Printed Name



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

April 16, 2019

RFQ No.: 04-30-19-11
RFQ Name: Design-Build – Park Shade Structures
Due Date/Time: Tuesday, April 30, 2019 at 11:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for RFQ No. 04-30-19-11, Design-Build – Park Shade Structures. The following information is being transmitted to make changes to the RFQ. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

- 1) REPLACE PAGE(S): 32 with 32(a)
Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions
- 2) eBid System Line Items Tab:
 - Proposals for compensation to be paid under the contract will be requested only during the competitive negotiations phase from the number one ranked firm

This addendum acknowledgment sheet must be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Company Name

Company Address

Phone Number

Fax Number

LINDA JEETHAN
Purchasing and Contracts Manager
ljeethan@coconutcreek.net

4. Evaluation Criteria

- 4.1 Following the public opening of the qualification submissions, the Selection Committee, comprised of qualified City staff or other persons selected by the City, will evaluate the submittals and rank in the order of the most responsive Proposer(s). Each Selection Committee member will conduct an independent review prior to the scheduled public evaluation meeting. Each member of the evaluation committee will individually rank the responsive responses and those rankings will be the basis for the cumulative ranking.
- 4.2 Proposals will be evaluated and ranked in accordance with the criteria listed below:

Evaluation Criteria
▪ Firm's Technical Approach to the project (Firm's site-specific action plan, approach to safety, plans to limit impact to other park operations during work, etc.)
▪ Firm's background, qualifications, credentials and in-house expertise, factoring in the proposed project team's current workload.
▪ Design-Build experience of the Design-Build Team and resumes of team's personnel, including assigned project managers' experience in planning, designing and constructing governmental or private sector projects of the same size, complexity, and budget as the proposed Design-Build Services, including proposed sub-consultants and subcontractors.
▪ Past performance. Previous experience working with permitting agencies in South Florida under the Florida Building Code.
▪ Previous experience working with the same Design-Build Team members proposed for this project, including proposed sub-consultants and subcontractors.
▪ Recent, current, and projected workloads of the firm
▪ Knowledge of and approach to project
▪ Location of the firm
▪ <u>Is the Design-Build firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act</u>

- 4.3 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

5. Oral Presentations / Interviews

The City may require the top three (3) short-listed Proposers to give oral presentations and/or answer questions to the Selection Committee in support of their proposals or to exhibit or otherwise demonstrate the information contained in their responses. Should the City require such oral presentation, the Contractor will be notified seven (7) days in advance. The Selection Committee will rank the Contractor's in accordance with the criteria listed above.

6. Negotiations

A Negotiation Committee comprised of qualified City staff or other persons selected by the City, will attempt to negotiate an agreement with the top-ranked Contractor. If no agreement is reached with the top-ranked Contractor, negotiations will be terminated and initiated with the second-ranked Contractor, and so on, until an agreement is reached.

The successful Design-Build firm shall be required to execute an agreement which provides, among other things, for a lump sum contract and Date of Substantial Completion, and that any and all plans, drawings, reports, and specifications that result from Contractor's services shall be the property of the City of Coconut Creek. Upon the successful negotiation of an agreement, Staff will recommend the results to the City Commission for award.



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 2

April 23, 2019

RFQ No.: 04-30-19-11
RFQ Name: Design-Build – Park Shade Structures
Due Date/Time: Tuesday, May 7, 2019 at 11:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for RFQ No. 04-30-19-11, Design-Build – Park Shade Structures. The following information is being transmitted to change the RFQ opening date. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

- 1) **NEW RFQ OPENING DATE: TUESDAY, MAY 7, 2019 AT 11:00 A.M. EST**
- 2) Add Attachment: Attachment "A" – Aerial View - Gerber Park and Recreation Complex
- 3) Replace Pages: 26 with 26(a)
27 with 27(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet must be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Tadeos Engineering LLC.
Company Name

14030 NW 82nd Ave.
Company Address

(305) 903 8876
Phone Number

()
Fax Number

LINDA JEETHAN
Purchasing and Contracts Manager
ljeethan@coconutcreek.net

SECTION III –SCOPE OF SERVICES

1. Objective

The City of Coconut Creek seeks to engage the services of a qualified firm to design, engineer, fabricate, permit, and install shade structures with fabric covers for three (3) playgrounds located at the following parks/facilities:

- George S. Gerber Park - 4715 NW 30th Street, Coconut Creek, FL 33063 (1 playground).
- Recreation Complex - 4455 Sol Press Boulevard, Coconut Creek, FL 33073 (2 playgrounds excluding swing area).

The parks shall remain open throughout the duration of the project during normal operating hours.

2. Scope of Work

The selected firm shall have the ability to perform and carry out in a professional manner the services necessary to complete the aforementioned shade structure and fabric shade cover installations.

2.1 Design Criteria

- (a) Shade structures shall use a fabric that provides a maximum UV protection and fire retardants.
- (b) Shade structure must be able to withstand 150 mph winds.
- (c) Fabric shade cover must be able to withstand 90 mph winds (when attached to structure).
- (d) Canopy attachment to the frame should be accomplished using a quick release fastening system and all hardware must be stainless steel.
- (e) All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing and powder coating on steel parts. Color choices of coated material must be included in the proposal package.
- (f) Consideration to night time park use must be given within the design of the shade structure.
- (g) All electrical work associated with the project shall be included in the cost proposal.
- (h) Must have a twenty (20) year warranty on structural components and a ten (10) year warranty on the fabric cover.
- (i) There shall be no shade structure or cover over the swings at the Recreation Complex.

At a minimum, the Contractor's work shall include but not be limited to:

2.2 Design/Permitting Services

- (a) Providing all pre-construction design and engineer drawings in order to obtain necessary permits.
- (b) Providing all layout and survey work for the entire project
- (c) Providing all necessary testing of existing underground soil conditions (if required).
- (d) Providing layout for all posts, which must be installed on engineered foundations.
- (e) All designs shall be in accordance with the Florida Building Code and meet ASTM 1487-17 "Standard Safety Performance Specification for Playground Equipment for Public Use" standards.
- (f) Obtaining all required Federal, State, and local permits.

2.3 Demolition Services

- (a) Providing all removal and proper disposal of existing shade structures in order to accommodate the new installation.

2.4 Construction/Installation Services

- (a) Providing all supervision, materials, equipment, and labor necessary to install the shade structures and fabric covers in compliance with the approved plans, specifications, and standards.
- (b) Obtaining underground locates prior to beginning any construction/installation work and maintaining such locates throughout the entire construction/installation process.
- (c) Selection of one (1) access path for the site (to be approved by the City).
- (d) Protection for all existing pour in place surfaces that are designated not to be replaced.
- (e) Providing for all safety measures, including conformance with OSHA standards, for the site from the time the Notice to Proceed is issued until the City accepts the finished project in writing.
- (f) Cleaning the site each day to remove debris and items that may be safety hazards and keep the site tidy.
- (g) Placement of temporary fencing with fabric windscreen around work area and implement any other necessary safety precautions to properly secure the construction area as determined by the City.
- (h) The Contractor has the sole responsibility for the storage and protection of materials and equipment placed on City owned property. Should onsite storage be necessary, Contractor shall coordinate the location of such storage with the City's designated Project Manager. The City shall have the sole authority to approve or disapprove proposed locations.

2.5 Restoration Services

- (a) Complete restoration of the site to a condition equal to or better than the condition prior to construction/installation including but not limited to site regrading, repair or replacement of damaged irrigation system components, sod, sidewalks, curbs, trees, plant materials, and any other items damaged by Contractor, Contractor's employees, representatives, vendors, subcontractors, etc. in the performance of their work, to the City's satisfaction.

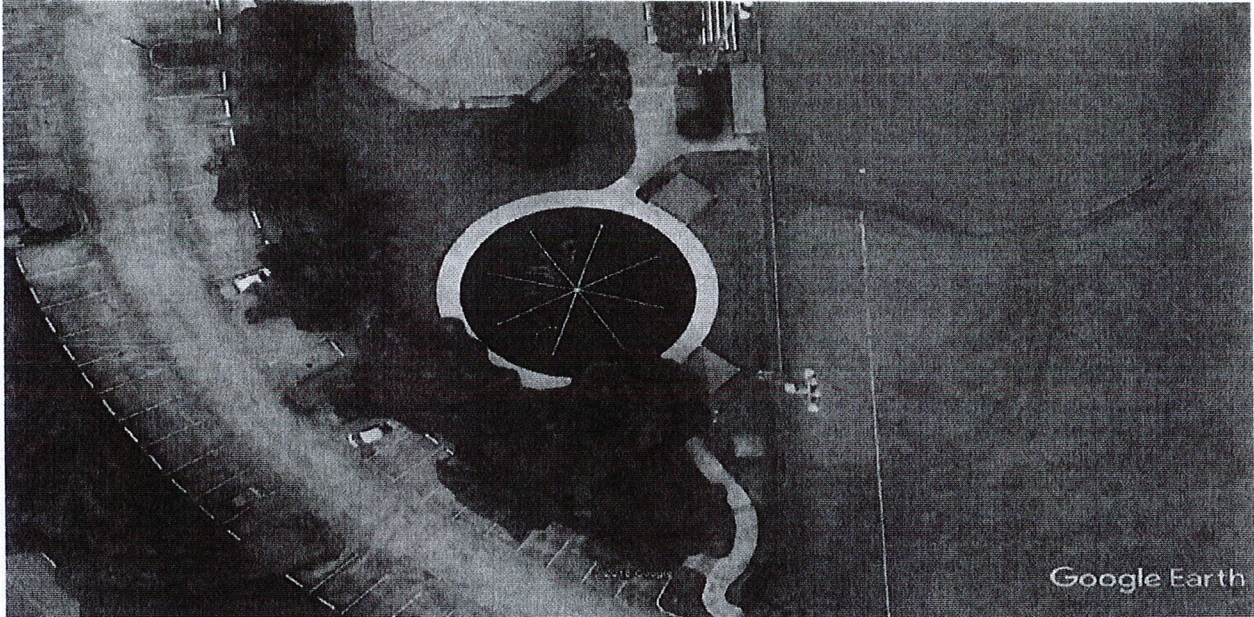
2.6 Additional Responsibilities

- (a) Ensure that all installers are certified and qualified to install the shade structures and fabric shade covers as per manufacturer's specifications. Contractor shall maintain onsite copies of any required licenses and certifications, and shall have them readily available for inspection by the City's Project Manager at any time throughout the duration of the project.
- (b) Contractor shall be responsible for the appearance of all working personnel assigned to the project (neat and appropriately dressed at all times).

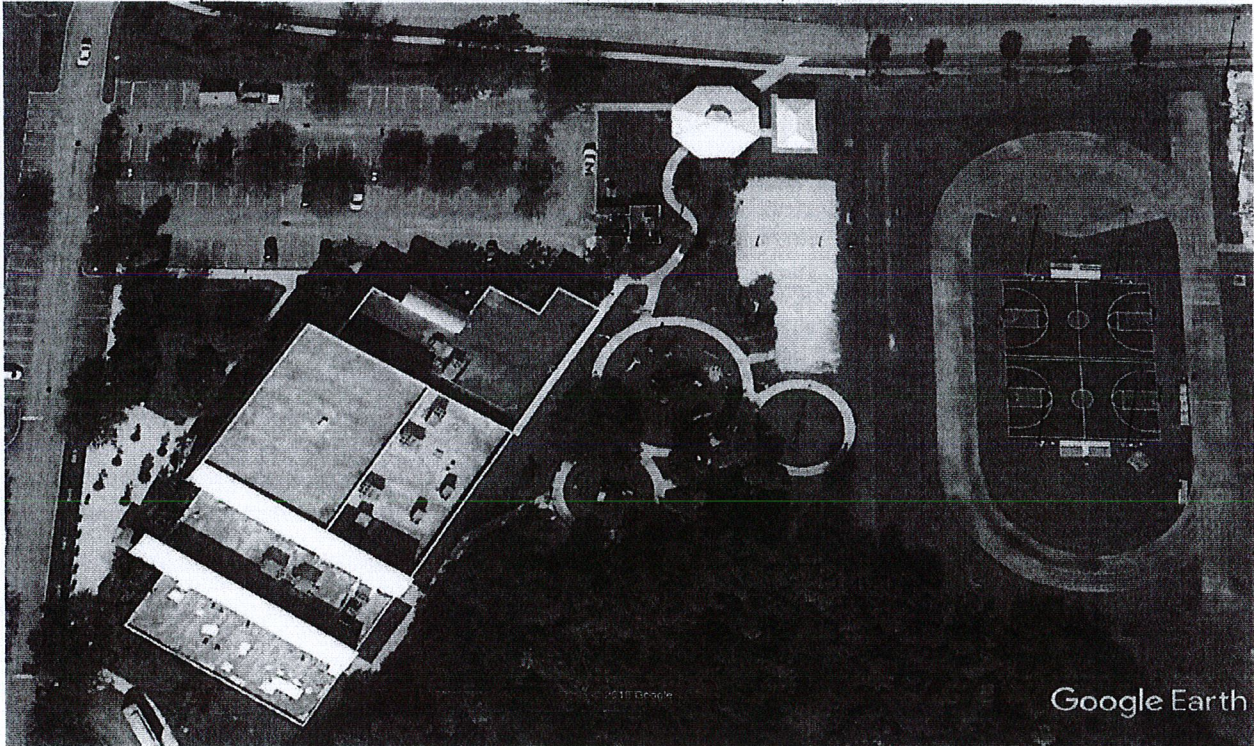
ATTACHMENT "A"

AERIAL VIEW

George S. Gerber Park - 4715 NW 30th Street, Coconut Creek, FL 33063



Recreation Complex - 4455 Sol Press Boulevard, Coconut Creek, FL 33073



PROPOSAL CONFIRMATION

In accordance with the requirements to provide Design-Build – Park Shade Structures pursuant to RFQ No. 04-30-19-11, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Design-Build – Park Shade Structures, RFQ No. 04-30-19-11 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Luis de la Hoz
Proposer's Name

[Signature]
Signature

5/7/19
Date

State of: Florida

County of: Dade

The foregoing instrument was acknowledged before me this 7 day of May, 2019, by Luis D. de la Hoz, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Rene Carreno
Notary Name, Printed, Typed or Stamped

Commission Number: GG 008251

My Commission Expires: 07/04/2020



INDEMNIFICATION CLAUSE
(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Tadeos Engineering
Contractor's Name

[Signature]
Signature

5/7/19
Date

State of: Florida

County of: Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of May, 2019

, by Luc's J. De la Hoz, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Rene Carreno
Notary Name, Printed, Typed or Stamped



Commission Number: GG 008251

My Commission Expires: 07/04/2020

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Dade)ss.

Luis O. de la Hoz being first duly sworn, deposes and says that:

(1) He/she is the Owner
(Owner, Partner, Officer, Representative or Agent)
of Tadeos Engineering LLC the Proposer that has submitted the attached proposal;

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

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

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

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

Signed, sealed and delivered
in the presence of:

Lizbeth Fernandez
[Signature]

By: [Signature]
Luis de la Hoz
(Printed Name)
President
(Title)

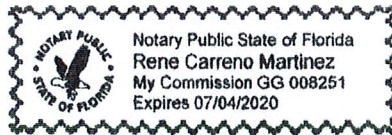
ACKNOWLEDGEMENT

State of Florida
County of Dade

The foregoing instrument was acknowledged before me this 7 day of May, 2019,
by Luis V. de la Hoz, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC



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

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
 Purchasing and Contracts Division
 4800 West Copans Road
 Coconut Creek, FL 33063

Submitted By: Tadeos Engineering LLC
 Name: Luis O. de la Hoz
 Address: 14030 NW 82 Ave.
 City, State, Zip: Miami Lakes, FL 33016
 Telephone No. 305-903-8814
 Fax No. _____

- Check One
 Corporation
 Partnership
 Individual
 Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Tadeos Engineering LLC

The address of the principal place of business is: 14030 NW 82 Ave.
Miami Lakes, FL 33016

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 02/02/2015
- b. State of Incorporation: Florida
- c. President's Name: Luis O. de la Hoz Olivera
- d. Vice President's Name: —
- e. Secretary's Name: —
- f. Treasurer's Name: —
- g. Name and Address of Resident Agent: —

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? 4

a. Under what other former name has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the services herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

N/A.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See Section 4.

11. State the name of the individual(s) and titles who will personally supervise the work:

Mene Carreno, Project Manager

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

Nielson Hoover & Associates
Jarrett Merlocci
8000 Governors Square Blvd., Suite 101, Miami Lakes, FL
33016

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
- <u>Early Head Start CEP Playground Installation</u>	<u>Community Action and Human Services</u>	<u>320K</u>	<u>7/6/19</u>	<u>75%</u>

17. Have you personally inspected the site of the proposed work?

Yes No

18. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes No

19. Did you attend the pre-proposal conference if any such conference was held?

Yes No No Conference Held

20. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

21. State the name of the firm preparing the financial statement and date thereof:

Jose Martinez, C.P.A.

22. Is this financial statement for the identical organization named on page one? Yes No

23. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

Delaboz Developer Group LLC / Tadeos Engineering
"Same Ownership"

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Proposer's Signature

Date

5/7/15

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of Florida

County of Miami-Dade

On this the 7 day of May, 2019, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Lucas de la Cruz and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

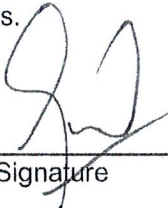
- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that Tadcoos Engineering LLC does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Tadcoos Engineering

Company Name

5/7/19

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with RFQ No. 04-30-19-11 for Design-Build – Park Shade Structures.
2. This sworn statement is submitted by Tadpoles Engineering, LLC (name of entity submitting sworn statement) whose business address is 14030 NW 32 Ave. Plantation, FL 33016 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-3077227. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Luiz O. de Leffe and my
(Please print name of individual signing)
relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Tadeos Engineering.
Proposer's Name

[Signature]
Signature

Date: 5/7/19

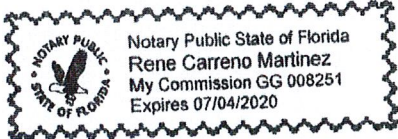
State of: Florida

County of: Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of May, 2019, by Luis de la Cruz, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Rene Carreno
Notary Name, Printed, Typed or Stamped



Commission Number: GG 008251

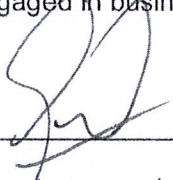
My Commission Expires: 07/04/2020

SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473

I, Luis O. de la Hoz, on behalf of Tadeos Engineering LLC
Print Name Company Name

certifies that Tadeos Engineering LLC does not:
Company Name

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


Signature

President
Title

305 903 8816 5/2/15
Phone Date

E-VERIFY FORM

PROJECT DETAILS	Project Name:	Design-Build-Park Shade Structures
	Project No.:	04-30-19-11
	Project Description:	Design and Install shade structures at George Gerber Park and Recreation Complex.

ACKNOWLEDGEMENT	Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
	<p>(a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and</p> <p>(b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.</p>

COMPANY CONTACT INFORMATION	Company Name:	Tadeos Engineering LLC
	Authorized Signature:	
	Print Name:	Luis O. de la Hoz.
	Title	President.
	Date:	
	Phone:	305-903-8816
	Email:	Luis@tadeosengineering.com
Website:	www.tadeosengineering.com	

ACCORD CERTIFICATE OF LIABILITY INSURANCE

04/24/19

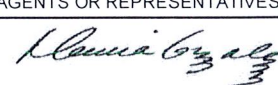
PRODUCER Dania Gonzalez Insurance Agency 9517 Sunset Drive Miami, FL 33173 P: 305.598.8600 F: 305.598.4050	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE COMPANY A. ALLSTATE INSURANCE COMPANY

INSURED TADEOS ENGINEERING LLC 8857 NW 178TH ST HIALEAH, FL 33018	COMPANY
	B.
	COMPANY
	C.
	COMPANY
	D

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED EXP (ANY ONE PERSON) CONTENTS	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	648778664	1/18/2019	1/8/2020	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE UNINSURED MOTORIST (SS)	1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
	WORKER'S COMPENSATION AND EMPLOYEE LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE [] INCL () EXC				WC STATUTORY LIMITS (X) OTHER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Additional insured: City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

CERTIFICATE HOLDER City of Coconut Creek Purchasing and Contracts Division Attn: Risk Manager 4800 West Copans Road Coconut Creek, Florida 33063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUPERIOR INSURANCE, LLC 1351 SAWGRASS CORPORATE PKWY, SUITE 102 SUNRISE, FL 33323	CONTACT NAME: SUPERIOR INSURANCE, LLC	
	PHONE (A/C, No, Ext): (954) 862-1411	FAX (A/C, No): (954) 862-1769
	E-MAIL ADDRESS: CERTIFICATES@SICFL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: INTERNATIONAL INS. CO. OF HANOVER SE	086486
INSURED TADEOS ENGINEERING LLC 8857 NW 178 STREET MIAMI, FL 33018	INSURER B: AGRO PRO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	IG01002918-02	01/24/2019	01/24/2020	EACH OCCURRENCE	\$ 2,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00
							MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY			121 AE 0002334-00	10/30/2018	10/30/2019	EACH CLAIM	1,000,000
							PER AGGREGATE	1,000,000
							EACH CLAIM DED.	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

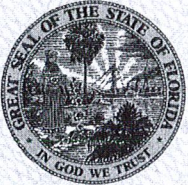
CITY OF COCONUT CREEK AND ITS OFFICERS, AGENTS, EMPLOYEES, AND COMMISSION MEMBERS ARE LISTED AS ADDITIONAL INSURED ON A PRIMARY BASIS WITH RESPECTS TO THE GENERAL LIABILITY. ALL POLICES SHALL BE ENDORSED TO PROVIDE SIXTY (60) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE.

CERTIFICATE HOLDER**CANCELLATION**CITY OF COCONUT CREEK -
PURCHASING AND CONTRACTS DIVISION
4800 WEST COPANS ROAD
COCONUT CREEK, FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DE LA HOZ OLIVERA, LUIS O.

8857 NW 178TH ST.
MIAMI FL 33018

LICENSE NUMBER: PE73932

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DE LA HOZ OLIVERA, LUIS OSCAR

TADEOS ENGINEERING LLC
8857 NW 178TH ST
HIALEAH FL 33018

LICENSE NUMBER: CGC1523427

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

Miami-Dade County, State of Florida

- THIS IS NOT A BILL - DO NOT PAY

LBT

7190474

BUSINESS NAME/LOCATION
TADEOS ENGINEERING LLC
14030 NW 82ND AVE
MIAMI LAKES, FL 33016

RECEIPT NO.
RENEWAL
7471979

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
TADEOS ENGINEERING LLC
C/O LUIS O DE LA HOZ OLIVERA
MGR
Worker(s)

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING
CONTRACTOR
CGC1523427

PAYMENT RECEIVED
BY TAX COLLECTOR
45.00 09/19/2018
0233-18-004676

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miami-dade.gov/taxcollector

MIAMI-DADE
COUNTY



Tadeos Engineering LLC
14030 NW 82 Ave., Miami Lakes, Fl. 33016
[Email: luis@tadeosengineering.com](mailto:luis@tadeosengineering.com)
Phone: 305 903-8816

Project Name: Design-Build-Park Shade Structures
RFQ No. 04-30-19-11

8/5/2019

Price Proposal

No.	Description	Amount
1	Survey	6,000.00
2	Plans	15,000.00
3	Mobilization	18,000.00
4	Demolition	16,000.00
5	Foundation	28,000.00
6	Steel Structures	40,000.00
7	Shade	60,000.00
8	Play Surface Repair	15,000.00
9	Site Clean-Up	1,700.00

199,700.00

Luis O. de la Hoz
President



TADEOS ENGINEERING LLC.
 C.A. # 31229
 14030 NW 62nd Ave.
 Miami Lakes, FL 33216
 Phone: (305) 903-8816
 email: luis@tadeosengineering.com

LUIS O. DE LA HOZ
 P.E. # 73932

No.	Revision/Issues	Date

Gerber Park & Rec Center
 Coconut Creek

Project Address:

Shade System Structure
 Option 1

Project Name:

Sheet Title:

SHADE SYSTEM
 STRUCTURE

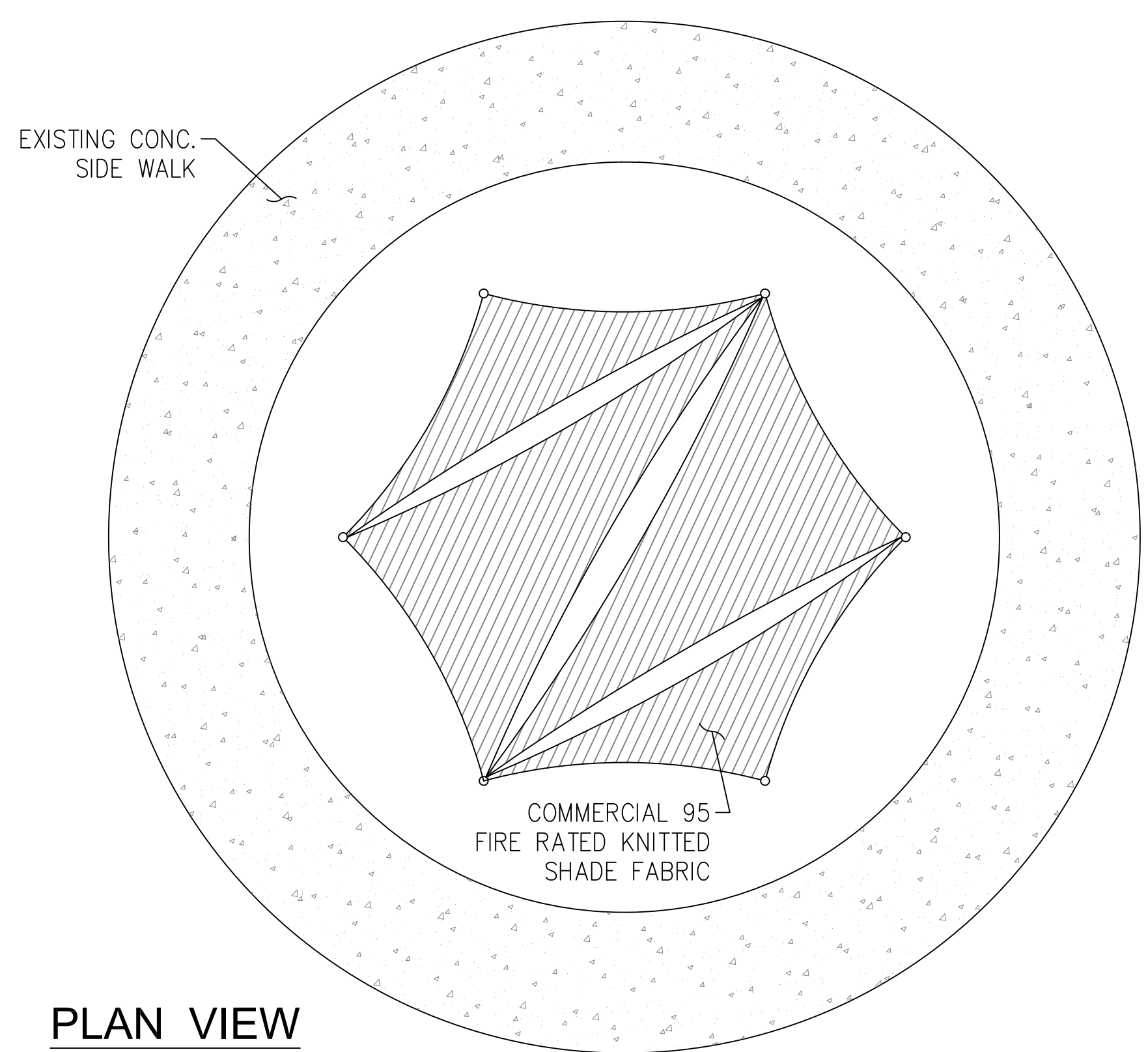
Project No: 007BS

Drawn: L.F.N.

Checked: L.O.H.

Issue Date: 05-31-2019

Sheet No: O-1

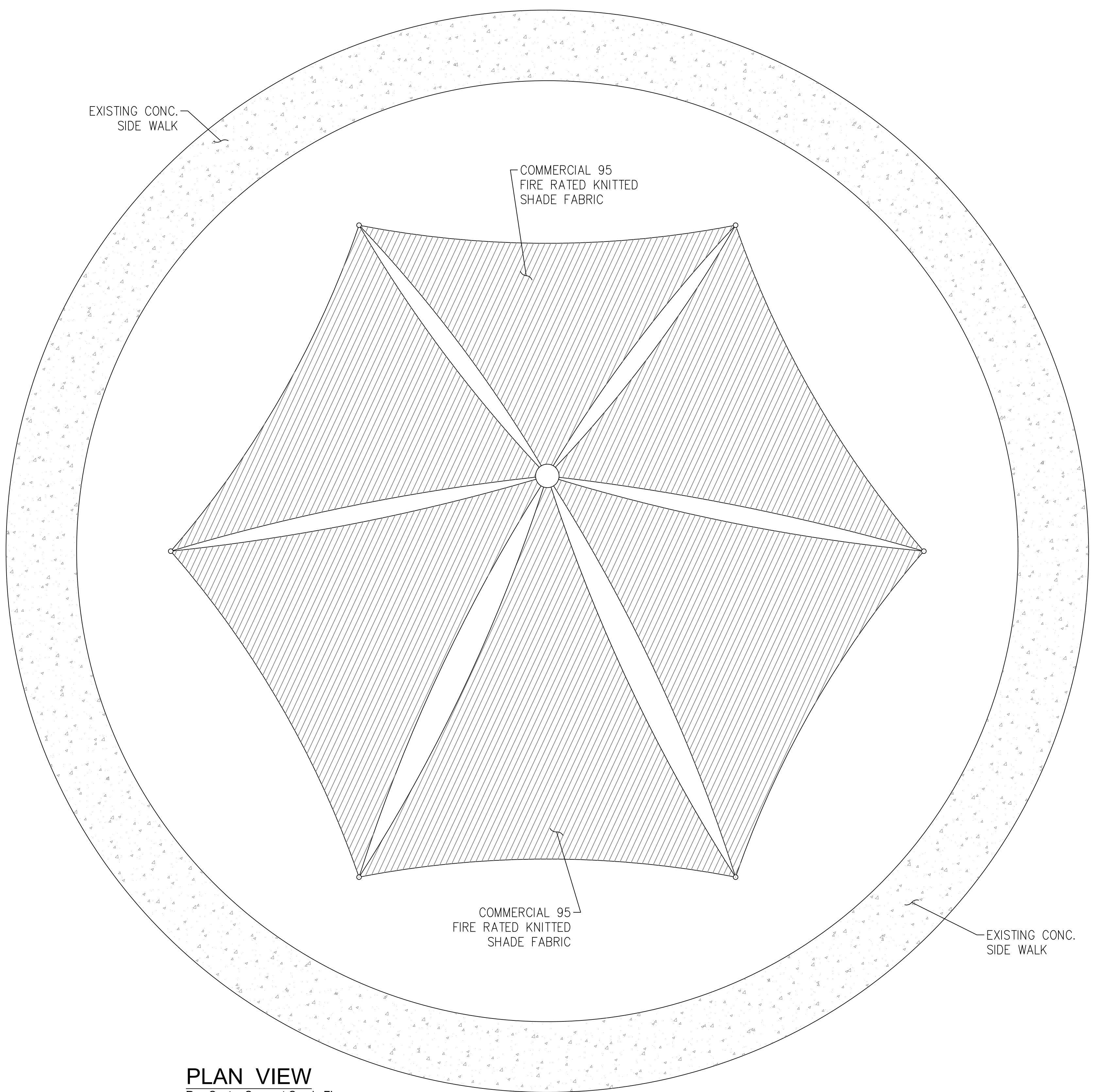


PLAN VIEW

Gerber Park Coconut Creek, FL
 Shade Structure #1
 Scale: 3/16" : 1'-0"

NUMBER OF POSTS:
 6 Posts -10" Dia.

SHADE AREA:
 374 Sq. Ft.

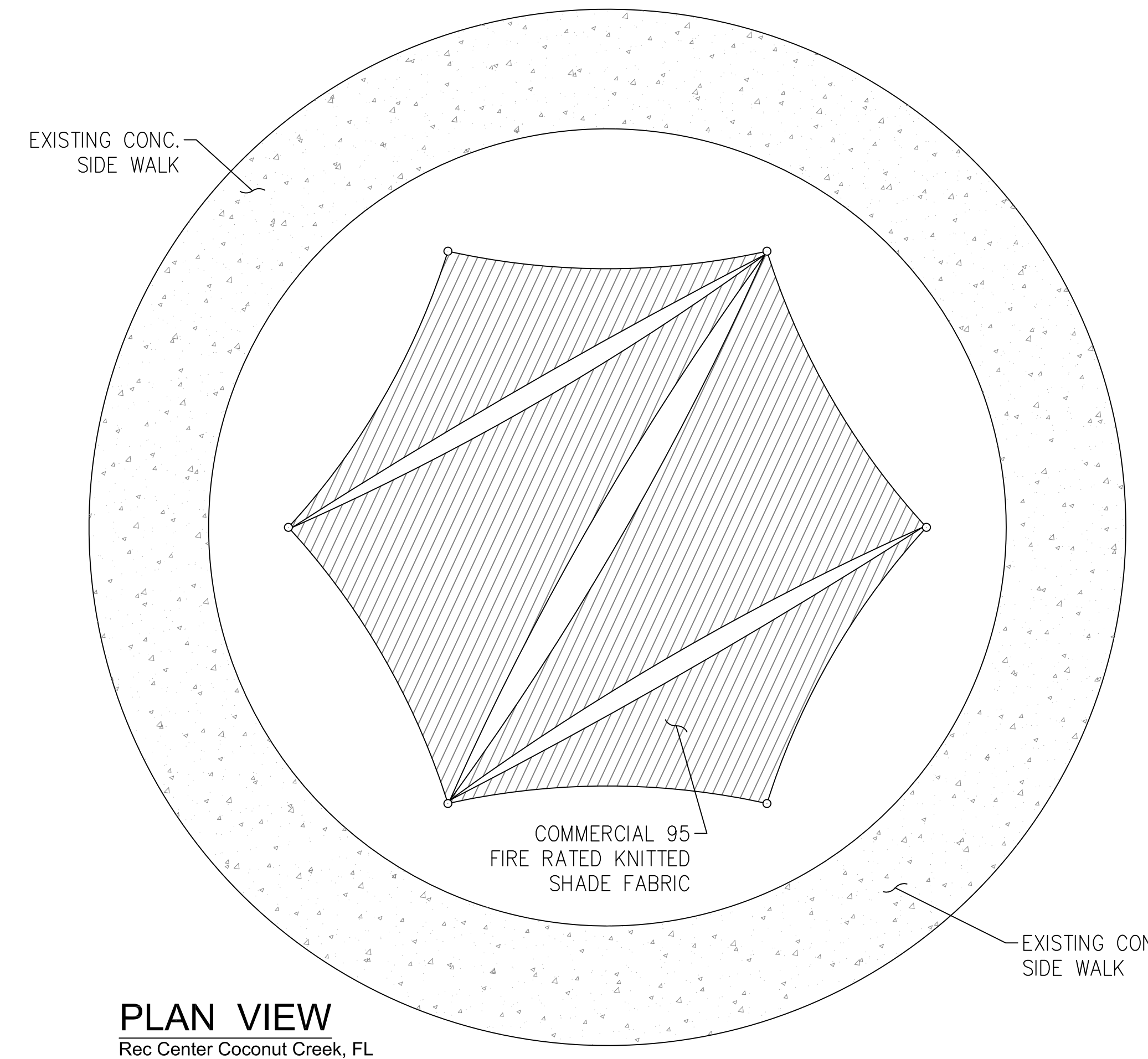


PLAN VIEW

Rec Center Coconut Creek, FL
 Shade Structure #3
 Scale: 3/16" : 1'-0"

NUMBER OF POSTS:
 6 Posts -10" Dia.
 1 Post -24" Dia.

SHADE AREA:
 2660 Sq. Ft.



PLAN VIEW

Rec Center Coconut Creek, FL
 Shade Structure #2
 Scale: 3/16" : 1'-0"

NUMBER OF POSTS:
 6 Posts -10" Dia.

SHADE AREA:
 665 Sq. Ft.

CONCEPTUAL DESIGN PROGRESS SET

Option 1

EXHIBIT "B"
RFQ DOCUMENTS



REQUEST FOR QUALIFICATIONS



DESIGN-BUILD - PARK SHADE STRUCTURES

RFQ NO. 04-30-19-11

**PURCHASING AND CONTRACTS DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
www.coconutcreek.net/purchasing**

**CITY OF COCONUT CREEK
DESIGN-BUILD - PARK SHADE STRUCTURES
RFQ NO. 04-30-19-11**

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION
KAREN M. BROOKS, DEPUTY CITY MANAGER / CFO
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 330633

April 7, 2019

LEGAL NOTICE - REQUEST FOR QUALIFICATIONS

The City of Coconut Creek, Florida, in accordance with Section 287.055, Florida Statutes is actively seeking proposals from qualified design/build firms or teams to design and install shade structures at George Gerber Park and Recreation Complex. Proposals shall be in full accordance with the scope of services, terms, and conditions contained in this Request for Qualifications (RFQ).

RFQ No: 04-30-19-11
RFQ Name: Design-Build - Park Shade Structures
Non-Mandatory Pre-Proposal Meeting: Thursday, April 18, 2019 at 11:00 a.m. EST
Due Date/Time: Tuesday, April 30, 2019 at 11:00 a.m. EST

A Cone of Silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFQ shall be directed to Linda Jeethan, Purchasing and Contracts Manager, at 954-956-1438.

Proposer must be registered on the City's eBid System in order to respond to this RFQ. A complete RFQ document may be downloaded for free from the eBid System as a pdf at www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified, whether by mail or otherwise, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Each proposal shall be accompanied by cash, a certified check, or cashier's check drawn on a local bank in good standing, or by an acceptable BID BOND in an amount equal to five percent (5%) of the amount of the bid payable to the City of Coconut Creek, Florida, as a guarantee that if the bid is accepted the Proposer will execute the CONTRACT and file acceptable PERFORMANCE AND PAYMENT SURETY BONDS equal to one hundred percent (100%) of the contract price within ten (10) days after written Notice of Award of the Contract. **Proposer shall submit their original Bid Bond in a sealed envelope clearly marked with the bid name and bid number to the Office of the City Clerk located in City Hall prior to the due date and time.** Proposer shall also include a copy of the Bid Bond with their bid response.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks, Director
Deputy City Manager/Chief Financial Officer

Publish Dates: Sunday, April 7, 2019
Sunday, April 14, 2019

SECTION I - GENERAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing and Contracts Manager, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email or facsimile and directed as follows:

City of Coconut Creek – Purchasing and Contracts Division
 Attn: Linda Jeethan, Purchasing and Contracts Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063
 Fax: (954) 973-6754
 Email: ljeethan@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will only be transmitted by written addendum.

2. Non-Mandatory Pre-Proposal Conference

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal conference on the date and time specified herein at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. The Proposer is cautioned that, although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the conference or visited the site.

The Proposer shall make a careful examination of the project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the work. Submission of a bid will be construed that the Proposer is acquainted sufficiently with the work to be performed. He shall carefully and thoroughly examine the Contract Documents before submitting a proposal.

3. Cone of Silence

3.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) The City Commission, City Attorney, City Manager, 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 subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 3.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- 3.3 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 and review process.
- 3.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
 - (b) Communicating with the City Commission during any duly noticed public meeting;
 - (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
 - (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

- 3.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

4. Independent Contractor

The Proposer represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Coconut Creek. Therefore, the Proposer shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Proposer's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Coconut Creek, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

5. Subcontractors

a) If the Proposer proposes to use subcontractors in the course of providing the requested products and/or services to the City, Proposer shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Proposer's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. Contractors may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

b) Sub-contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

c) Sub-contractors Agreement

All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

If, prior to the Notice of Award, the City has reasonable objection to and refuses to accept any sub-contractor, person or organization listed, the apparent low Proposer may, prior to Notice of Award either submit an acceptable substitute without an increase in his proposal price or withdraw his proposal without forfeiting his Bid Security.

6. Addenda, Changes, and Interpretations

It is the sole responsibility of the Proposer to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the "Last Date of Receipt of Questions" as indicated in the "Schedule of Events", as may be amended by the City. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Proposers and explanations from the City shall be communicated via the eBid System. All addenda are a part of the competitive solicitation documents and each Proposer will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Proposer to read and comprehend all addenda issued. Addenda will be posted no later than the "Addendum Release" date indicated in the "Schedule of Events". It is the Proposer's responsibility to check the website prior to the proposal submittal deadline to ensure that the Proposer has a complete, up-to-date RFQ package.

7. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Proposer is involved, except for circumstances where Proposer is the subcontractor listed in another Proposer's response. If there is reason to believe that collusion exists between Proposers, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

8. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material

requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only material and workmanship of first quality are to be used.

9. Mistakes

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

10. Costs Incurred by Proposers

All expenses involved with the preparation/and or presentation and submission of Proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the City.

11. Withdrawal of Responses

Any response may be withdrawn up until the close date and time. Any response submitted to the City and not withdrawn prior to the close date and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Proposer warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of ninety (90) days from the close date unless otherwise agreed upon by the City and Proposer.

12. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Proposers, and does not affect the fundamental fairness of the solicitation process.

13. Responsiveness

In order to be considered responsive to the solicitation, the Proposer's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

14. Responsibility

In order to be considered as a responsible Proposer, Proposer shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

15. Proposer's Qualifications

Proposer shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a Contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Proposer and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements. Proposer shall satisfy each of the following requirements cited below and failure to do so may result in the response being deemed non-responsive or rejected.

- (a) Proposer, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- (b) Proposer, including any principal, officer, agent, or proposed subcontractor of Proposer, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

16. Licenses and Certifications

The Proposer shall be appropriately licensed to perform the work and provide the products and services required. Proposer shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

17. Insurance and Surety Bonds

The Proposer's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Proposer's ability to obtain required surety bonds, when insurance and surety bonds are required. The successful Proposer shall not commence the work or otherwise perform the work as required by the resulting Contract, until a certificate of insurance naming the City of Coconut Creek as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Proposer shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

18. Legal Requirements

By the submission of a proposal, the Proposer certifies that a careful review of the RFQ Documents has taken place and that the Proposer is fully informed and understands the requirements of:

- (i) the RFQ Documents
- (ii) the quality and quantity of services to be performed and goods to be provided
- (iii) the applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this RFQ and the requested work.

Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Work shall be completed in accordance with latest editions of all codes including, but not limited to, the South Florida Building Code, City of Coconut Creek Code of Ordinances and Broward County Code of Ordinances.

19. Bid Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest

within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

20. Excluded Parties from the Competitive Solicitation Process

- (a) **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- (b) Pursuant to Section 287.135, Florida Statutes, a Proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the Proposer:

- (i) 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
- (ii) 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
- (iii) Is engaged in business operations in Cuba or Syria.

21. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a Proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Coconut Creek. The Proposer certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Proposers or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

22. Conflict of Interest

- (a) The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Proposer's diligent and proper performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- (b) No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposer must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Vendor List and prohibition from engaging in any business with the City.

23. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

24. Warranty

- (a) Warranty of Title - The Proposer warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Proposer possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- (b) Warranty of Specifications - The Proposer warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by

Proposer or its sub-contractors and suppliers, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.

- (c) Warranty of Merchantability - The Proposer warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- (d) Warranty of Material and Workmanship - The Successful Proposer (Contractor) warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Proposer shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Proposer and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the Contract documents, the Successful Proposer shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Proposer a written acceptance of such condition.
- (e) Warranty of Intellectual Property - The Proposer warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

25. Survivorship Rights

The contract pursuant to this RFQ shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

26. Severability

If any term or provision of the contract resulting from this RFQ is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

27. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

28. Service Test Period

If the Proposer has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Proposer can perform in accordance with the requirements of the Contract, to the City's satisfaction, and within the rights of the City in determining an award recommendation. The length of such test period shall be determined by the City and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered. The service test period shall be conducted under all specifications, terms and conditions contained in the Contract.

29. Examination of Records

The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Proposer for a minimum of three (3) years

from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the successful Proposer shall be subject to these requirements and the Proposer is required to so notify any such subcontractor(s).

30. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the contractor shall assist City of Coconut Creek to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Coconut Creek, if requested in writing. The Contractor shall provide and/or perform any or all of the following responsibilities:

- (a) The Contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Coconut Creek and/or to City of Coconut Creek's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Coconut Creek.
- (b) The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for contractor to continue providing services for such extension period.

31. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

32. Risk of Loss

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

33. Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

34. Ineligible to Bid on Public Construction Works

Pursuant to Florida Statutes Section 255.20, Proposers may be considered ineligible to bid by the City if the Proposer has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

35. Safety

- (a) The Successful Proposer shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Proposer shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- (b) The Successful Proposer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (i) All employees on the work site and all other persons who may be affected thereby.
 - (ii) The work and all materials and equipment incorporated therein.
 - (iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.
- (c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
 - (i) The chemical name and the common name of the toxic substance.
 - (ii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - (iii) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
 - (iv) The emergency procedure for spills, fire, disposal and first aid.
 - (v) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - (vi) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

36. Clean-Up and Worksite Appearance

The Contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of final payment for the project by the City, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawn and all adjacent properties; shall clean his portion of work involved in any building under this Contract, so that no further cleaning by the City is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the work; and shall leave the entire project area in a neat and presentable condition.

37. Cleaning Up General

In case of dispute, the City may remove any debris and/or rubbish and charge the cost to the Contractor as the Contract Administrator shall determine to be just.

38. Solid Waste Collection Services – City’s Franchise Agreement

The City has contracted with Republic Services of Florida, Limited Partnership d/b/a All Service Refuse to furnish solid waste and recycling collection services. The City grants to All Service Refuse the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City. The successful Proposer shall coordinate with All Service Refuse the level and type of service to be provided and the manner of collection of charges.

39. Non-Exclusive Agreement

Proposer agrees and understands that any agreement entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

40. Scrutinized Companies List

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

41. Manner of Performance and Personnel

- a) The Contractor shall perform the Work in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the City, the Contractor shall promptly remove from the Project any Contractor employee, Subcontractor, or any other person performing Work under the Agreement.

- b) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Agreement requirements.

The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of Contractor shall have and wear proper identification and shall comply with any of City's applicable security policies and procedures while performing any Work under this Agreement. Contractor shall require each employee of its Subcontractors to have and wear proper identification and comply with any of City's applicable security policies and procedures while performing any Work under this Agreement.
- e) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

42. Bid Security

- (a) Bid security shall be given as guarantee that the Proposer will not withdraw or modify his bid for a period of ninety (90) days after bid opening.as a guarantee that if the bid is accepted the Proposer will execute the contract. Each Proposer shall submit a Bid Bond by the Due Date/Time (specified in the "Schedule of Events" stated herein) a certified check, cashier's check drawn on a local bank in good standing, or cash, or an acceptable Bid Bond issued by a Surety authorized to issue such bonds in the State of Florida in an amount equal to five percent (5%) of the amount of the bid payable to the City of Coconut Creek, Florida.
- (b) If the Proposer elects to furnish a Bid Bond, they shall use the Bid Bond form attached herein, or one conforming substantially thereto in form and content. The Attorney-in-Fact (Resident Agent) who executes this bond on behalf of the Surety must attach a notarized copy of the power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond.

43. Return of Bid Security

- a) Within thirty (30) calendar days after the award of the Contract, the City will return the bid securities to all Proposers whose bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Proposers' bonds and any guarantees which have been forfeited, will be returned to the respective Proposers whose bids they accompanied.
- b) **Proposer shall submit their original Bid Bond in a sealed envelope clearly marked with the bid name and bid number to the Office of the City Clerk located in City Hall**

prior to the due date and time. Proposer shall also include a copy of the Bid Bond with their bid response. The Office of the City Clerk is located at the Government Center, 4800 West Copans Road, Coconut Creek, FL 33063. Please be advised that City Hall is closed on Fridays and on holidays observed by the City. Hours of operation are Monday through Thursday between 7:00 a.m. and 6:00 p.m. EST.

44. Permits, Fees, and Notices

- a) The Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.
- b) All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Successful Proposer as necessary. Proposer must provide City with copy(s) of valid licensing by county/city agency for this type of work.
- c) It is the Proposer's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

45. Examination of Contract Documents and Site

Before submitting a proposal, each Proposer should:

- (a) visit the site to familiarize themselves with the site conditions and facilities that may in any manner affect cost, or performance of the work;
- (b) consider federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work,
- (c) study and carefully correlate the Proposer's observations with the RFQ documents; and
- (d) notify the Purchasing Official of all conflicts, errors and discrepancies, if any, in the RFQ documents.

The Proposer, by and through the submission of a proposal, agrees that Proposer shall be held responsible for having examined the site and facilities; familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the design services, equipment, materials, parts, and labor required.

46. Public Records

Contractor shall keep such records and accounts and require any and all Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project 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 five (5) 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 City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes as amended from time to time, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

47. Trade Secrets and Proprietary Confidential Business Information

Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with proposals. The Florida Statutes and the State Constitution will govern whether information in a proposal is confidential or exempt from the Public Records Act. If information is submitted in the proposal, which the Proposer deems to be a trade secret or proprietary confidential business information under the provisions of Section 288.075 of the Florida Statutes, or any other Florida Statutes, the information shall be submitted with the proposal in a separate, clearly marked envelope referencing the specific statutory citation for such exemption. In no event will the City of Coconut Creek be liable in any manner whatsoever to Proposer if Proposer submits information which Proposer believes is confidential or exempt from the Public Records Act and which the City, in its sole discretion, deems not to be confidential or exempt.

48. Convicted Vendors

A person or affiliate placed on the convicted Vendor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal, proposal qualification package, or entering into a contract to provide any goods or services to the City for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list.

49. Discriminatory Vendor List

An entity or affiliate placed on the discriminatory Vendor list pursuant to Section 287.134 of the Florida Statutes is prohibited from submitting a bid, proposal, or entering into a contract to provide any goods or services to the City for a period of thirty-six (36) months from the date of being placed on the discriminatory Vendor list.

50. Environmental Regulations

The City reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the proposal, a complete history of all citations and/or violations, notices and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which Proposer may receive after the proposal opening date and during the time of performance of any contract awarded to Proposers.

51. References

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

52. Performance and Payment Bonds

The Successful Proposer shall file with the City a Performance Bond and a Payment Bond on the forms bound herewith, each in the amount of one hundred percent (100%) of the Contract Price in accordance with the requirement of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the day of final acceptance of the work by the City. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for Federal projects. The attorney-in-fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the Bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

53. Maintenance Bond

Maintenance Bond shall guarantee the Successful Proposer's quality of work, either in terms of craftsmanship or materials or illegal actions for a period of one (1) year from the date of the project's completion and final acceptance by the City.

54. Failure to Execute Contract and Furnish Bond

The Proposer who has a Contract awarded to him and who fails to promptly and properly execute the Contract and furnish the Performance and Payment Bond shall not only lose the contract but shall also forfeit the bid security that accompanied his proposal, and the bid security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposer fails to enter into a Contract and furnish the bond as herein before provided. Bid security deposited in the form of cash, a certified

check, or cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

55. Change Orders

The Proposer shall submit a Change Order request in writing with complete details concerning the changes proposed, how the schedule will be impacted and the price, with justification. The Proposer shall not proceed with the work requested in the Change Order unless approved in writing by the City Manager or designee.

56. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

57. Hurricane Precautions

- a) During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the notice has been given by the City or not by the City.
- b) Compliance with any specific storm or hurricane watch/warning or alert precautions before or after such events will not constitute additional work for payment and will be part of Contractor's insurance.
- c) Any additional work beyond the scope of this contract relating to hurricane warning or alert at the Project site will be addressed by a Change Order.
- d) Suspension of the work caused by a threatened or actual hurricane event shall entitle the Contractor to additional contract time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

58. Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for 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 any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

59. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

60. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

61. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

62. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

63. Default

a) City's Right to Terminate Contract – Cause

If the Contractor fails to begin the work within ten (10) calendar days from the Notice to Proceed date specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall fail to continue the prosecution of the work pursuant to the approved schedule, or if Contractor shall fail to perform any material term set forth in the contract documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Contract Administrator may give notice in writing to the Contractor and its surety (delivered by certified mail, return receipt requested) of such delay, neglect or default, specifying the same. If the Contractor, within a period of ten (10) calendar days after receipt of such notice fails to proceed and perform in a manner satisfactory to the Contract Administrator then the City may terminate the services of the Contractor by issuing Notice of Termination, exclude the Contractor from project site and take the prosecution of the work out of the hands of the Contractor, and appropriate or use any or all materials and equipment on the project site as may be suitable and acceptable. In such case, the Contractor shall not be entitled to receive any further

payment until the project is completed. The City may enter into an agreement with another Contractor for the completion of the project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the project according to the terms and provisions of the Contract Documents. All damages, costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due to said Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall only be entitled to receive remuneration for the work satisfactorily completed notwithstanding the difference. If such costs exceed the unpaid balance, then the Contractor shall be liable and shall pay to the City the amount of said excess immediately upon City's demand of same.

If after Notice of Termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in paragraph below.

b) City's Right to Terminate Contract – Convenience

The performance of work under this Contract may be terminated for convenience in writing by the City upon ten (10) calendar days written notice to the Contractor (delivered by certified mail, return receipt requested). In such case, the Contractor shall be paid for all work executed and expenses incurred prior to the appointed date for termination. Upon written proof of reasonable expenses incurred by the Contractor relating to the commitments, which had become firm prior to the appointed date for termination the City may make such payments, at its sole discretion. For services performed only, payment shall include reasonable profit. No payment shall be made for profit for work/services, which have not been performed.

Upon receipt of Notice of Termination (for cause or convenience) pursuant to paragraphs above, the Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, purchased materials, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

Where the Contractor's services have been so terminated by the City, said terminations shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor shall not release the Contractor from liability.

c) Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped under order of any court or other public authority for a period of more than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him/her/it, or if the City fails to make its best efforts to pay the Contractor within forty-five (45) days after presentation of a reasonable payment request, which has been corrected as required by the City, then the Contractor may, upon seven (7) days written notice to the City, stop work to terminate this Contract and recover from the City payment for all work executed. The City expressly reserves all other rights and remedies as may exist in law or in equity under the circumstances set forth hereunder.

64. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting Contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

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SECTION II – SPECIAL TERMS AND CONDITIONS

1. Minimum Qualifications

No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible for unreliable by the City.

a) Proposers responding to this RFQ shall satisfy all of the following:

1. Each Proposer shall complete the Qualifications Statement and submit the same with their proposal. Failure to submit the Qualifications Statement in its entirety and the documents required with the proposal shall constitute grounds for rejection of the proposal.
2. Shall have been in continuous business in the state of Florida for the past five (5) years from the date this RFQ is due;
3. Shall have been continuously incorporated for a minimum of the past five (5) years from the date this RFQ is due;
4. Shall have been in business as a general contractor for a minimum of the past five (5) years from the date this RFQ is due;
5. Shall have served as the general contractor and successfully completed a minimum of three (3) design-build projects within the past five (5) years each of which **(a)** had a cost of \$200,000.00 or more, **(b)** were within the United States, and **(c)** consisted of size, scope and complexity similar to the Project;
6. Shall provide evidence of the successful construction or renovation of similar projects.
7. The Proposer's project manager or superintendent shall have experience within the past five (5) years from the date this RFQ is due, of being in charge of similar projects of size, scope, value, methods of construction as described herein, and preferably with the Proposer's firm. The project manager/superintendent as named in the pre-qualification form shall not be changed after the submittal deadline or during construction unless he/she leaves the Proposer's employment. If the initial project manager/superintendent leaves the Proposer's employment during the course of the project, the substituted project manager/superintendent shall meet the criteria for pre-qualification as stated herein.

2. Licenses

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. Contractor shall include copies of all licenses applicable to providing the services requested herein with its submittal.

3. Contract Time

By virtue of the submission of his/her proposal, Proposer agrees and fully understands that the completion time of the work of the contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion within the time specified. Failure to complete the work within the time period specified shall be considered a default.

4. **Liquidated Damages for Breach of Contract**

Upon failure of the Contractor to complete said Contract within the specified period of time (plus approved extensions, if any), the Contractor shall pay to City the sum of two hundred and fifty dollars (\$250.00) for each calendar day. These amounts are not penalties but liquidated damages to the City.

The City is hereby authorized to deduct liquidated damages from the monies due to Contractor for the work under this Contract, or as much as the City may, at its own option, deem just and reasonable.

5. **Insurance Requirements**

If the Contractor is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this Contract, Successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

5.1 **Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

5.2 **General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

5.3 **Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

5.4 **General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing and Contracts Division
 Attn: Risk Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's proposal. If Contractor is Successful Contractor, then prior to commencement of Contract, Contractor must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

5.5 Insurance Company and Agent

All insurance policies herein required of the Successful Contractor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

6. Payment to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the City's Contract Administrator or designee a monthly payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the monthly payment estimate and supported by such data as the Contract Administrator may reasonably require.

7. VISA Credit Card – Payment Method:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

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Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

SECTION III –SCOPE OF SERVICES

1. Objective

The City's objective is to hire a qualified and competent design-build firm to provide all necessary professional design services and all labor, materials and equipment necessary to construct design and install shade structures at George Gerber Park and the Recreation Complex in full accordance with the scope of services, terms, and conditions contained in this RFQ.

2. Scope of Work

Design-Build firm shall provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the project.

2.1 Design-Build Firm's Responsibility with respect to Design.

Design-Build firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the project drawings and specifications, including structural, mechanical, electrical, soils, civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build firm takes responsibility for the proper performance of such architectural and engineering services.

The Design-Build firm shall prepare and the City shall approve a Design Phase schedule as follows:

(a) Phase I – Schematic Design Phase

Based upon the City's project requirements, as set forth in the Technical Requirements, Schematic Design Studies will be prepared by the Design-Build firm.

(b) Phase II – Design Development

Upon approval of Schematic Designs and authorization from the City to proceed, the Design-Build firm shall prepare Design Development documents to fix the size and character of the project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the project. These Development Documents shall be the basis for the design and construction of the project.

(c) Phase III – Working Drawings and Specifications

From approved Design Development Documents, the Design-Build firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

2.2 As these working Drawings and Specifications are being completed, the Design-Build firm shall keep the City advised of the effects of any City requested changes on the Contract Time Schedule. The Drawings and Specifications shall remain the property of the City and may be used by the City on this or other projects without the written consent of the Design-Build firm.

2.3 Responsibilities of Design-Build Firm With Respect to Construction

2.3.1 The Design-Build firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the project in a good workmanlike manner required by the Contract.

- 2.3.2 The Design-Build firm will pay all sales, use, gross receipts and similar taxes related to the work provided by the Design-Build firm which have been legally enacted at the time of execution of the Agreement and for which the Design-Build firm is liable.
- 2.3.3 The Design-Build firm will prepare and submit for the City's approval an estimated progress schedule for the project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the work and by those conditions and events, which are beyond the Design-Build firm's control.
- 2.3.4 The Design-Build firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the City which shall be afforded access to all of the Design-Build firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this RFQ. The Design-Build firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to disclose such documents shall result in the termination of the agreement with the Successful Design-Build firm with the County.

2.4 Royalties and Patents

The Design-Build firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

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SECTION IV – RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

- 1.1 The City of Coconut Creek uses the eBid System to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses will only be accepted from Proposer's who have submitted a response through the eBid System by the Close Date and Time indicated. Proposers are strongly encouraged to click on the links and read the various tutorials under the header eBid Help on the Purchasing web page (www.coconutcreek.net/purchasing) well in advance of their intention of submitting a response to ensure familiarity with the eBid System and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eBid System.
- 1.2 All information submitted by Proposer shall be typewritten, scanned as an attachment, or provided as otherwise instructed to in the solicitation. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 1.3 Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 1.4 All responses will become the property of the City of Coconut Creek. In the event of Contract Award, all documentation produced as part of the Contract shall become the exclusive property of the City. Unless the information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal, in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.
- 1.5 Responses will be publicly opened at the City of Coconut Creek Government Center, 4800 West Copans Road, Coconut Creek, FL 33063. Proposers and the Public are invited to attend. Only the Proposer's name will be read aloud, unless for construction or repairs on a public building or public work. Proposer will be tabulated and made available for review by the Public at such time as the City provides notice of an intended decision or until thirty (30) days after the closing date and time, whichever is earlier; unless for construction or repairs on a public building or public work, in which case the price will be made available immediately.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Proposer to submit with their response can be found in the "Response Attachments" tab within the eBid System for this competitive solicitation. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding

any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only goods and workmanship of first quality are to be used. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, on industry standards of best practices.

1.1 Required Format and Documents

The qualification package must be submitted on 8-1/2 x 11" paper, 12-point font, numbered, typewritten, with headings, sections, and sub-sections that directly correlate/address specifically all required submittal information in their respective order identified below. The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person, or entity, submitting a proposal pursuant to the RFQ.

A. Title Page

Identify the RFQ title and RFQ number, name of Proposer, Proposer's address, primary point of contact, primary point of contact's title, mailing address, e-mail address for receipt of notifications, phone and fax numbers, and date of submittal.

B. Table of Contents

Provide identification of the material by section and by page number.

C. Letter of Transmittal

This letter will summarize in a brief and concise statement, the Proposer's qualifications and understanding of the work to be performed. An official authorized to negotiate for the Proposer must sign the letter of transmittal.

D. Office Location

The location of the office where the work will be prepared, and the key personnel in that office. The Proposer may identify all of their offices, but the location of the main office responsible for the actual production of the work and key personnel in that office must be identified.

E. Profile and Qualifications

Experience and qualifications of the firm and proposed project specific staff.

1. Organization Description

Give a brief history of the organizational structure of the firm, including the organization's date of inception. Indicate number of employees. If available, provide a web address for the firm.

2. Previous Experience / References

This section of the submission must include a list of all projects completed within the last five (5) years of similar Design-Build services. The list must include:

- A brief description of the project
- Total final cost of the project
- Owner of the project
- The name, address (city, state, zip), phone, fax, and email of a contact person
- The date the project was completed
- Explanation of errors, omissions, and/or deficiencies during the project

- The responsible office or employee of the project

3. **Core Competency**

Describe the firm's single distinctive competency and include the three (3) top factors, which the Proposer believes are key for a successful relationship. Special consideration will be paid to similar project experience.

4. **Key Personnel**

Provide biographies/resumes of proposed project lead and all other key design lead members of the staff/team that will be assigned to this effort. The biographies shall include their position, years of experience, tenure with the firm and similar success to the City's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location. The Proposer must supply all proper Florida business license(s).

5. **Financial Statements**

Provide most recent years audited financial statements and a five (5) year history that clearly shows the financial soundness stability of the firm.

6. **Litigation/Judgments/Settlements/Debarments/Suspensions:**

Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

F. Technical Proposal

Clearly describe all aspects of the project proposed. Include details of your approach and work plans. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Coconut Creek.

The proposal must address a commitment to and timeline for the completion of the project.

G. Additional Information

The Proposer may choose to provide any additional relevant information in this section. If there is no additional information to present, state in this section, *"There is no additional information that we wish to present"*.

SECTION V – EVALUATION PROCEDURES

1. General Process

This solicitation is issued consistent with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), Fla. Stat. § 287.055. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Selection Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida Law. All responsive respondents will be notified of public evaluation meetings. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City.

2. Two-Step Process

a) **Step 1** –RFQ - First, soliciting interest, qualifications, experience and capabilities from interested Design-Build firms. The Step 1 – RFQ will be evaluated and ranked to establish a shortlist of qualified Design-Build firms. The Selection Committee will first evaluate and rank responsive Proposals based on the evaluation criteria listed herein. Any response that fails to adequately show the qualifications and experience necessary for this project will not be considered. The City, at its sole discretion, may shortlist responses for the purpose of further evaluation. The shortlist shall include no less than the top three (3) ranked firms, assuming that three (3) responses were received for further consideration and interviews. The Selection Committee may then require other various evaluation methods including, but not limited to presentations or site visits from the shortlisted firms. At the conclusion of a subsequent evaluation of the shortlisted firms, the Selection Committee shall re-rank the shortlisted firms in accordance with the evaluation criteria. The City reserves the right to reject all proposals received resulting from the initial evaluation. The initial evaluation and ranking do not impact the final evaluation and ranking.

b) **Step 2** – RFQ – The qualified Proposers selected in the Step 1 – RFQ above will later be invited to submit detailed Proposals based on the design-build criteria for this project.

3. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Schedule of Events	Date/Time
Advertisement Date	4/7/2019
Non-Mandatory Proposal Meeting	4/18/2019 at 11:00 a.m.
Last Date of Receipt of Questions	4/22/2019 by 5:00 p.m.
Addendum Release (if applicable)	4/24/2019
Due Date/Time	4/30/2019 at 11:00 a.m.
Oral Interviews/Selection of 1 st Ranked Vendor	5/13/2019 – 5/23/2019
Negotiations	5/13/2019 – 5/23/2019
Commission Award of Contract	6/13/2019

4. Evaluation Criteria

- 4.1 Following the public opening of the qualification submissions, the Selection Committee, comprised of qualified City staff or other persons selected by the City, will evaluate the submittals and rank in the order of the most responsive Proposer(s). Each Selection Committee member will conduct an independent review prior to the scheduled public evaluation meeting. Each member of the evaluation committee will individually rank the responsive responses and those rankings will be the basis for the cumulative ranking.
- 4.2 Proposals will be evaluated and ranked in accordance with the criteria listed below:

Evaluation Criteria
<ul style="list-style-type: none"> ▪ Firm's Technical Approach to the project (Firm's site-specific action plan, approach to safety, plans to limit impact to other park operations during work, etc.)
<ul style="list-style-type: none"> ▪ Firm's background, qualifications, credentials and in-house expertise, factoring in the proposed project team's current workload.
<ul style="list-style-type: none"> ▪ Design-Build experience of the Design-Build Team and resumes of team's personnel, including assigned project managers' experience in planning, designing and constructing governmental or private sector projects of the same size, complexity, and budget as the proposed Design-Build Services, including proposed sub-consultants and subcontractors.
<ul style="list-style-type: none"> ▪ Past performance. Previous experience working with permitting agencies in South Florida under the Florida Building Code.
<ul style="list-style-type: none"> ▪ Previous experience working with the same Design-Build Team members proposed for this project, including proposed sub-consultants and subcontractors.
<ul style="list-style-type: none"> ▪ Recent, current, and projected workloads of the firm
<ul style="list-style-type: none"> ▪ Knowledge of and approach to project
<ul style="list-style-type: none"> ▪ Location of the firm

- 4.3 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

5. Oral Presentations / Interviews

The City may require the top three (3) short-listed Proposers to give oral presentations and/or answer questions to the Selection Committee in support of their proposals or to exhibit or otherwise demonstrate the information contained in their responses. Should the City require such oral presentation, the Contractor will be notified seven (7) days in advance. The Selection Committee will rank the Contractor's in accordance with the criteria listed above.

6. Negotiations

A Negotiation Committee comprised of qualified City staff or other persons selected by the City, will attempt to negotiate an agreement with the top-ranked Contractor. If no agreement is reached with the top-ranked Contractor, negotiations will be terminated and initiated with the second-ranked Contractor, and so on, until an agreement is reached.

The successful Design-Build firm shall be required to execute an agreement which provides, among other things, for a lump sum contract and Date of Substantial Completion, and that any and all plans, drawings, reports, and specifications that result from Contractor's services shall be the property of the City of Coconut Creek. Upon the successful negotiation of an agreement, Staff will recommend the results to the City Commission for award.

7. Method of Award

Award will be made to number one ranked, responsive, responsible Proposer (subject to successful negotiation and approval of a contract) at the end of (Step 2 – RFQ Process).

A standard City of Coconut Creek contract agreement will form the basis of the contract between the successful Proposer(s) and the City. Additional terms and conditions may be added to the contract through negotiations with the successful Proposer.

The City anticipates a single contract to the sole Proposer chosen, but reserves the right to award in any fashion, in its sole determination that is in its best interest. The Proposer understands that this RFQ does not constitute an agreement or a contract with the City. An official contract, or agreement, is not binding until the submission is reviewed and accepted by the City Commission and the agreement is executed by all parties.

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SECTION VI

REQUIRED FORMS

Reference Exhibit "A" for Proposer's completed forms