



KAREN M. BROOKS  
DEPARTMENT DIRECTOR

Exhibit A

February 27, 2018

CERTIFIED RETURN RECEIPT REQUESTED

Jason Rohl, President  
Rohl Global Networks, LP.  
2875 Jupiter Park Drive, Suite 900  
Jupiter, FL 33458

Re: Wiles and Lyons Road Reclaim Water Main Project  
Bid No. 10-25-17-11

Dear Mr. Rohl:

Enclosed please find an executed original Agreement and an authorized purchase order for the above referenced project. Now that we are in receipt of your Performance and Payment Bonds and Certificate of Insurance enclosed is your original Bid Bond. The method of payment will be with the City's Visa Procurement Card.

To coordinate commencement of this project, please contact Randal Blanchette, Transportation & Stormwater Engineer at 954-956-1418.

On behalf of the City of Coconut Creek, we look forward to a successful business association with your company. Should you have any questions, I can be reached at 954-956-1438.

Sincerely,

LINDA JEETHAN  
Purchasing and Contracts Manager  
[ljeethan@coconutcreek.net](mailto:ljeethan@coconutcreek.net)

cc: Randal Blanchette, Transportation & Stormwater Engineer

**AGREEMENT**

*between*

**THE CITY OF COCONUT CREEK**

*and*

**ROHL GLOBAL NETWORKS LP**

*for*

**WILES AND LYONS ROADS RECLAIM WATER MAIN PROJECT  
BID NO. 10-25-17-11**

THIS AGREEMENT is made and entered into this *11<sup>th</sup>* day of *January* 2018, 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 Rohl Global Networks LP, a Florida corporation with principal offices located at 2875 Jupiter Park Drive, Suite 900, Jupiter, FL 33458 (the "Contractor") to provide construction of about 7,000 feet of mostly 16" reclaim water main system on Wiles Road and Lyons Road as specified in Bid No. 10-25-17-11.

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), drawings, specifications of Bid No. 10-25-17-11, 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 if attached to this Agreement or repeated therein.

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents and Bid No. 10-25-17-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- 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**

The work to be performed under this Agreement shall be commenced after execution of the Agreement and not later than thirty (30) days after the date that Contractor receives the Notice to Proceed.

**5) Contract Sum**

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND Dollars and ZERO cents (\$1,385,000.00).

**6) Payments**

Payments will be made in accordance with contract documents and Bid No. 10-25-17-11. 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 (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

**7) 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.

**8) 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 one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is 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 correct the work unless the City has previously given the Contractor a written acceptance of such condition.

**9) 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 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 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.

**10) 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 or expression 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.

**11) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**12) 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.

**13) 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

Jason Rohl, President

Rohl Global Networks, LP

2875 Jupiter Park Drive, Suite 900

Jupiter, FL 33458

Phone: 561-316-2290

Fax: 866-644-1229

Email: [mwierlinski@rohlnetworks.com](mailto:mwierlinski@rohlnetworks.com)

Web Address: [www.rohlnetworks.com](http://www.rohlnetworks.com)

**14) Termination**

This Agreement may be terminated by City or Contractor for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to

termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

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

**15) 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.

**16) Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in 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.

**17) 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.

**18) 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.

**19) 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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 Rohl Global Networks LP (Name of party with whom Agreement is made), signing by and through its President, Jason Rohl (President, Owner, CEO, etc.) duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

Mary C. Blasi 2/22/18  
Mary C. Blasi, City Manager Date

Leslie Wallace May 2/22/18  
Leslie Wallace May Date  
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 2/22/18  
Terrill Pyburn, City Attorney Date

**CONTRACTOR**

ATTEST:

[Signature]  
(Corporate Secretary) WITNESS

Rohl Global Networks LP  
Company Name

[Signature] 2/13/18  
Signature of President/Owner Date

Michael Wieganski  
Type/Print Name of Corporate Secy.  
WITNESS

JASON ROHL  
Type/Print Name of President/Owner

(CORPORATE SEAL)

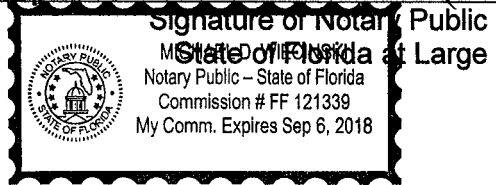
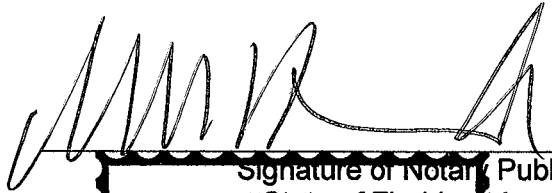
**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

COUNTY OF Alachua :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JASON REHR, of ROHE GLOBAL NETWORKS LP a LP 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 13 day of FEBRUARY, 2018 .



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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2018

**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 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).**

<b>PRODUCER</b>  Aon Risk Services Central, Inc. 5500 West 83 <sup>rd</sup> St 8200 Tower, Suite 1100 Minneapolis MN 55437	<b>CONTACT</b> NAME: <b>Scott Fraser</b> PHONE (A/C, No, Ext): <b>204-934-0271</b> FAX (A/C, No): <b>204-956-2148</b> E-MAIL ADDRESS: <b>scott.fraser@aon.ca</b> PRODUCER CUSTOMER ID #:														
<b>INSURED</b>  Rohl Global Networks LP 2875 Jupiter Park Drive, Suite 900 Jupiter FL 33458	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Phoenix Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>National Surety Corporation</b></td> <td></td> </tr> <tr> <td>INSURER C: <b>Travelers Property Casualty Company of America</b></td> <td></td> </tr> <tr> <td>INSURER D: <b>American Guarantee and Liability</b></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Phoenix Insurance Company</b>		INSURER B: <b>National Surety Corporation</b>		INSURER C: <b>Travelers Property Casualty Company of America</b>		INSURER D: <b>American Guarantee and Liability</b>		INSURER E:		INSURER F:	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CO 7C143172	01/19/2018	01/19/2019	EACH OCCURRENCE	\$1,000,000.00USD
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000.00USD
							MED EXP (Any one person)	\$5,000.00USD
							PERSONAL & ADV INJURY	\$1,000,000.00USD
							GENERAL AGGREGATE	\$2,000,000.00USD
							PRODUCTS - COMP/OP AGG	\$2,000,000.00USD
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BA 7C143172	01/19/2018	01/19/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00USD
							BODILY INJURY (Per person)	\$1,000,000.00USD
							BODILY INJURY (Per accident)	\$1,000,000.00USD
							PROPERTY DAMAGE (Per accident)	\$1,000,000.00USD
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SSE 48898282	01/19/2017	01/23/2018	EACH OCCURRENCE	\$10,000,000.00USD
							AGGREGATE	\$10,000,000.00USD
D	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SXS-0645778	01/23/2018	01/19/2019		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIATOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below All states except: AK, ND, OH, WA, WY	N/A	<input type="checkbox"/>	UB 7C143172	01/19/2018	01/19/2019	WC STATU-TORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$1,000,000.00USD
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00USD
							E.L. DISEASE - POLICY LIMIT	\$1,000,000.00USD

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: Wiles and Lyons Roads Reclaim Water Main Project

Additional Insured(s): City of Coconut Creek and its Officers, Agents, Employees and Commission Members, but only with respect to the liability arising from the operations of the Named Insured.

Insurance is primary and non-contributory

<b>CERTIFICATE HOLDER</b>  City of Coconut Creek 4800 West Copans Rd Coconut Creek FL 33063 U.S.A.	<b>CANCELLATION</b>  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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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Rohi Global Networks LP**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**2875 Jupiter Park Dr. STE 900**

6 City, state, and ZIP code  
**Jupiter, FL 33458**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
8	2		-	3	1	8	2	5	7	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Date ▶ **2/14/18**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**EXHIBIT "C"**  
**PERFORMANCE BOND**

---

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, Rohl Global Networks LP, as Principal, hereinafter called Contractor, and Argonaut Insurance Company, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of ---One Million Three Hundred Eighty Five Thousand\*\*\*xx/100 Dollars (\$1,385,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for the construction of Wiles and Lyons Road Reclaim Water Main Project, Bid No. 10-25-17-11, awarded the 11th day of January, 2018, with City for \_\_\_\_\_ in accordance with specifications prepared by City of Coconut Creek and drawing (plans) made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of Wiles and Lyons Road Reclaim Water Main Project, within 90 calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work. Further in accordance with the City of Coconut Creek Code of Ordinance the Contractor shall be obligated to grant a one (1) year Maintenance Bond beginning after the release of the Performance Bond in the amount equal to 25% of the Performance Bond.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even

though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

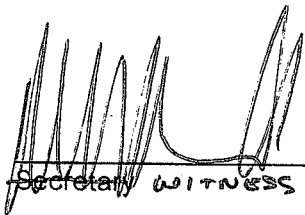
No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.50(2), Florida Statutes.

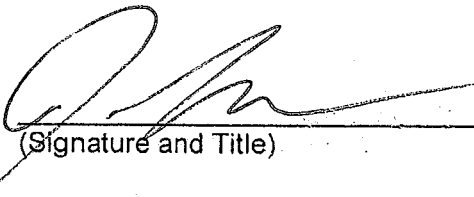
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 14th day of February, 2018.

WITNESSES:

  
\_\_\_\_\_  
Secretary WITNESS

Rohi Global Networks LP  
\_\_\_\_\_  
(Name of Corporation)

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

(CORPORATE SEAL)

JASON ROUX PRESIDENT  
\_\_\_\_\_  
(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:  
Argonaut Insurance Comany

Kimablen

By:   
Agent and Attorney-in-Fact

Becky Crossinger

Elizabeth Martinez

Address: P.O. Box 469011  
(Street)

San Antonio, TX 78246  
(City/State/Zip Code)

Telephone No.: ( 210 ) 321-8400

**EXHIBIT "B"****PAYMENT BOND**

## KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Rohl Global Networks LP  
Argonaut Insurance Company, as Principal, hereinafter called Contractor, and \_\_\_\_\_  
Argonaut Insurance Company, as Surety, are bound to the City of Coconut  
Creek, Florida, as Obligee, hereinafter called City, in the amount of --One Million Three Hundred Eighty Five  
Thousand\*\*xx/100 Dollars (\$1,385,000.00) for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for the construction of Wiles  
and Lyons Roads Reclaim Water Main Project, Bid No. 10-25-17-11, awarded the 11th day of  
January, 2018, with \_\_\_\_\_ City for  
\_\_\_\_\_ in accordance with specifications prepared by City of  
Coconut Creek and drawings (plans) which Contract is by reference made a part hereof, and is hereafter  
referred to as the Contract;

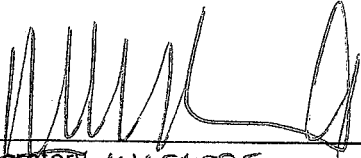
THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnities and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions, or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for prosecution of the work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with Contractor and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
  - 2.3 No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless the notices stated under proceeding conditions (2.1) and (2.2) have been given.
  - 2.4 No action shall be instituted against the Contractor or the Surety after one (1) year from the performance of labor or completion of delivery of the materials or supplies.
  - 2.5 Bond is executed pursuant to Florida Statute 255.05 and the conditions and limitations of the payment provisions of Florida Statute 255.05 are incorporated herein by reference.

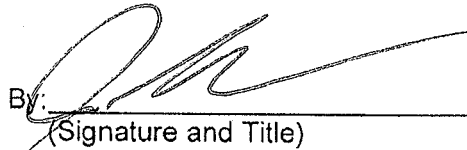
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 14th day of February, 2018.

WITNESS:

  
\_\_\_\_\_  
Secretary Witness

Rohl Global Networks LP  
\_\_\_\_\_  
(Name of Corporation)

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

(CORPORATE SEAL)

JASON ROHL PRESIDENT  
\_\_\_\_\_  
(Type Name and Title signed above)

WITNESSES:

\_\_\_\_\_  
Secretary

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

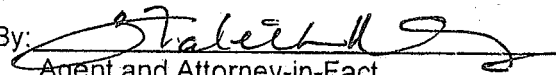
By: \_\_\_\_\_  
(Type Name and Title signed above)

IN THE PRESENCE OF;

Kima Bren  
\_\_\_\_\_

Becky Grossinger  
\_\_\_\_\_

INSURANCE COMPANY: Argonaut Insurance Company

By:   
\_\_\_\_\_  
Agent and Attorney-in-Fact  
Elizabeth Martinez

Address: P.O. Box 469011  
\_\_\_\_\_  
(Street)

San Antonio, TX 78246  
\_\_\_\_\_  
(City/State/Zip Code)

Telephone No: (210) 321-8400  
\_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation names as Principal in the forgoing Performance and Payment Bond(s); that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature; and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_(SEAL)  
as Secretary

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

(SEAL)

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared: \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath say that he is the Attorney-in-Fact for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing Performance and Payment Bond on behalf of the Contractor names therein in favor of the City.

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

\_\_\_\_\_  
Notary Public, State of Florida

Notary Public, State of Florida at Large

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




NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the "Principal" herein be accepted and said "Principal" within seven (7) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "City" and furnish a contract Surety Bond in an amount equal to one hundred percent (100%) of the contract price, satisfactory of said "City" then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Coconut Creek, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Coconut Creek, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said Rohl Global Networks LP, as "Principal" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ under its corporate seal, and the said Argonaut Insurance Company, as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact and attested by its secretary under its corporate seal this 14th day of February, A.D., 2018.

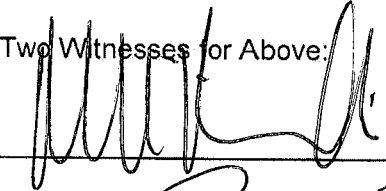

CONTRACTOR \_\_\_\_\_ (SEAL)  
Corporate Signature

APPROVED:

\_\_\_\_\_

By   
Title: PRESIDENT

CONTRACTOR \_\_\_\_\_ (SEAL)  
Individual or Partnership

Two Witnesses for Above:  
  


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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Thomas S. Brussell, Laurie L. Olson, Andrea R. Otto, Elizabeth Martinez

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

*Joshua C. Betz*

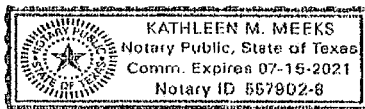
by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of February, 2018



*Sarah Heineman*

Sarah Heineman, VP-Underwriting Surety

# COCONUT CREEK

## INVITATION FOR BIDS



## WILES AND LYONS ROADS RECLAIM WATER MAIN PROJECT BID NO. 10-25-17-11

PURCHASING DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
EBID SYSTEM: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing)

**CITY OF COCONUT CREEK  
WILES AND LYONS ROAD RECLAIM WATER MAIN PROJECT  
BID NO. 10-25-17-11**

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# CITY OF COCONUT CREEK

## FINANCE AND ADMINISTRATIVE SERVICES

KAREN M. BROOKS, DIRECTOR

4800 WEST COPANS ROAD

COCONUT CREEK, FLORIDA 33063

September 24, 2017

### LEGAL NOTICE / INVITATION FOR BIDS

**Bid No.:** 10-25-17-11  
**Bid Name:** Wiles and Lyons Roads Reclaim Water Main Project  
**Non-Mandatory Pre-Bid Conference and Site Inspection:** Wednesday, October 11, 2017 at 11:00 a.m. EST  
**Due Date/Time:** Wednesday, October 25, 2017 at 11:00 a.m. EST

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

The City of Coconut Creek, Florida is seeking bids from qualified, experienced and licensed Contractors to provide construction of about 7,000 feet of mostly 16" reclaim water main system on Wiles Road and Lyons Road. The work shall be performed in full accordance with the plans, specifications, terms, and conditions contained in this Invitation for Bids (IFB).

A non-mandatory pre-bid conference and site inspection will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063 with the City of Coconut Creek staff. Bidders or their representative(s) are strongly urged to attend. Please ensure that your company has reviewed the plans and specifications as this meeting presents an opportunity to clarify any concerns regarding the bid requirements.

Bidder must be registered on the City's eBid System in order to respond to this IFB. A complete IFB Document may be downloaded for free from the eBid System as a pdf at: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing). The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System.

Bids shall be submitted electronically through the eBid System on or before the due date/time stated above. Bidder is solely responsible for downloading all required documents. Each Bidder shall submit evidence that he is licensed to perform the work and services or qualified by examination to be so licensed. Responses will be electronically unsealed in a public forum and read aloud. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Each bid 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 Bidder 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. **Bidder 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.** Bidder shall 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., Monday through Thursday.

Karen M. Brooks, Director  
Finance and Administrative Services

Publish Dates: Sunday, September 24, 2017  
Sunday, October 1, 2017

## SECTION B

### INSTRUCTIONS TO BIDDERS

**1. Format**

The Contract Documents are divided into parts, divisions, and sections in keeping with accepted industry practice to separate categories of subject matter for convenient reference thereto. Generally, there has been no attempt to divide the specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

**2. Point of Contact**

To ensure fair consideration for all Bidders, 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 Division  
 Attn: Linda Jeethan, Purchasing and Contracts Manager  
 4800 West Copans Road  
 Coconut Creek, Florida 33063  
 Fax: 954-973-6754  
 Email: [ljeethan@coconutcreek.net](mailto:ljeethan@coconutcreek.net)

All responses to questions/clarifications will be issued via the eBid System in the form of an addendum to all Bidders registered for this project. Such contact is to be for clarification purposes only. Material changes, if any, to the specifications, or proposal procedures will only be transmitted via the eBid System by addendum.

**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.

Event	Date
IFB Available	09/24/2017
Non-Mandatory Pre-Bid Meeting (11:00 a.m. EST)	10/11/2017
Last Date of Receipt of Questions	10/16/2017
Last Date of Receipt of Requests for Approved Equals Form	10/16/2017
Addendum Release (if required)	10/18/2017
Bid Due Date (11:00 a.m. EST)	10/25/2017
Compliance Review	10/26/2017 – 11/02/2017
Commission Award of Contract	12/14/2017

**4. General Description of the Project**

The project consists of providing construction of about 7,000 feet of mostly 16” of reclaim water main system on Wiles and Lyons Roads. The scope is indicated on the plans and is specified in applicable parts of these Contract Documents. Bidders shall rely on the plans, contract documents,



and addenda in preparing their bid.

## 5. Definitions

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Addendum:** A document that is subsequently issued prior to the opening of bids, which clarify, supplement, delete, modify, correct or change the bidding documents or the contract documents.

**Agreement / Contract:** A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** One who submits a bid directly to the City as distinct from a Sub-Contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Consultant:** Architect or Engineer who has contracted with City or who is an employee of City, to provide professional services for this project.

**Contract Administrator:** Means assigned City Director or designee responsible for the management of all actions required for initiating and issuing procurements, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

**Contractor:** Successful Bidder who is awarded a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the IFB.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.

**Seller:** Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

**Successful Bidder:** Means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award.

## 6. Cone of Silence

6.1 "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.

6.2 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.

6.3 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.

6.4 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.

6.5 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 any recommendation for award, or any RFP award, or IFB award to said 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.

**7. Non-Mandatory Pre-Bid Conference and Site Inspection**

All Bidders or their representatives are strongly urged to attend a non-mandatory pre-bid conference and site inspection 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 Bidder to clarify any concerns regarding bid requirements. The Bidder 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 Bidder to have attended the conference or visited the site.

The Bidder 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 Bidder is acquainted sufficiently with the work to be performed. He shall carefully and thoroughly examine the Contract Documents before submitting a bid.

**8. Document Interpretation**

The Contract Drawings governing the work proposed herein consist of the Drawings and all material made part of the contract document. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid shall have thoroughly examined all of the various parts of these documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should contact Linda Jeethan, Purchasing and Contracts Manager at 954-956-1438. The last day for receipt of questions will be in accordance with the Schedule of Events. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all Bidders receiving a set of the Documents. Bidders shall submit with their bids, or indicate receipt of, all Addenda. The City will not be responsible for any other explanation or interpretations of said Documents not issued in writing by Addendum. All Addenda shall become part of the Contract Documents.

**9. Bidder's Understanding**

Each Bidder shall inform himself of the conditions relating to the execution of the work and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the Successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

Information derived from inspection of Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the sites and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, design and construction standards, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**10. Qualifications of Contractors**

Bids shall be considered only from firms normally engaged in performing the type of work specified within the contract documents. Bidders shall have five (5) years or more experience. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. The prospective Bidders must meet the statutorily prescribed requirements before Award of Contract.

In determining a Bidder's responsibility and ability to perform the contract, the City has the right to investigate and request information concerning the ability to perform the work under this contract,

financial condition, experience record, personnel, equipment, facilities, principal business location, organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

**11. Licenses**

To be eligible for award of this project, the Contractor must possess at time of bid opening the following State Certified license:

- Florida State Licensed General Contractor

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. Contractor shall include copies of licenses with bid response.

**12. Legal Requirements**

The Bidder shall observe and comply with all federal, state, county laws and local ordinances, rules and regulations that apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

**13. Addendum**

Changes in specification requirements will be issued on official addendum via the eBid System ([www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing)). The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the Bidder's responsibility to check the website prior to the proposal submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

**14. Drawings**

Drawings will be made available electronically via the eBid System only.

**15. Plans for Construction**

The Successful Bidder will be furnished four (4) sets of Contract Documents without charge. Any additional copies required will be furnished to the Bidder at reproduction cost.

**16. Type of Bid**

When the bid for the work is to be submitted on a unit price basis, unit price bids will be accepted on all items of work set forth in the bid, except those designated to be paid for as a lump sum. The estimate of quantities of work to be done is tabulated in the bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. The City reserves the right to increase or decrease the amount of any class of work as may be deemed necessary, without any increase in the unit prices, unless otherwise specified in the Supplementary Conditions.

When the bid for the work is to be submitted on a lump sum basis, the lump sum price shall include all labor, materials, and equipment to complete the work described in the bid item included in the bid schedule. The bid items are intended to be general in nature and are not meant to be exhaustive in detail. Payment for all portions of the work associated with and necessary for the completion of a bid item shall be included in the lump sum price for that item whether or not it is mentioned specifically in the bid item description. All work described in the plans and specifications shall be accomplished and paid for as a part of one (1) or more bid items. If the Contractor believes that a portion of the work as described in the plans and specifications has not been included in any bid item, he shall bring this fact to the attention of the Contract Administrator at least one (1) week before the bids are to be received. Otherwise, it shall be assumed that the Contractor's bid includes

reimbursement for all work described in the plans and specifications.

**17. Changes in Quantities**

The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

**18. Quantities in Bid Approximate Only**

If the bid form contains unit price items, the quantities stated therein are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the project. The City does not expressly or impliedly agree that the actual amount of the work done in the performance of the contract will correspond with the quantities in the bid form; the amount of work done may be more or less than the said quantities and may be increased or decreased by the Contract Administrator as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Document. The Contractor will only be paid for the actual quantities of work performed and accepted by the Contract Administrator. The Contractor shall not be entitled to any compensatory damages in the event the quantities to be built are less than what are shown in the Bid Schedule.

**19. State and Local Sales and Use Taxes**

Unless Supplementary Conditions contains a statement that the City is exempt from State sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the bid shall include all nonexempt sales and use taxes, unless provision is made in the bid form to separately itemize the tax.

**20. Bids Firm for Acceptance**

Bidder warrants, by virtue of bidding that his bid and the prices quoted in his bid will be for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated in the IFB.

**21. Bid Security**

Each Bidder 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. This bid security shall be given as guarantee that the Bidder 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 Bidder will execute the contract.

The Attorney-in-Fact (Resident Agent) who executes this 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. If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form found bound herewith, or one conforming substantially thereto in form and content.

Submit Bid Bond to the Office of the City Clerk, 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.

**22. Return of Bid Security**

Within thirty (30) calendar days after the award of the Contract, the City will return the bid securities

to all Bidders 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 Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

**23. Performance and Payment Bonds**

The Successful Bidder 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.

**24. 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.

**25. Project Records**

City shall have the right to inspect and copy, at City's expense the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the project and to any claim for additional compensation made by Contractor. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the project and to any claim for a period of three (3) years following Final Completion of the project. During the project and the three (3) year period following Final Completion of the Project, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.

If the project is funded by grants, either partially or fully, records shall be made available to the granting agency in requirements of its standards, when necessary.

**26. 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 Contractor shall coordinate with All Service Refuse the level and type of service to be provided and the manner of collection of charges.

**27. Sworn Statement – Public Entity Crimes**

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**28. 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.

**29. Scrutinized Companies**

29.1 This section applies to any contract for goods or services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and it does not have business operations in Cuba or Syria as provided in Section 287.135, Florida Statutes (2011), as may be amended or revised.

29.2 The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

**30. Debarred or Suspended Bidders**

The Contractor (Bidder) certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

**31. Time of Completion**

The time of completion of the work to be performed under this Contract is in the essence of the Contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. The time allowed for the completion of the work shall be stated in Section 01010 of the technical specifications.

**32. Confidential and/or Proprietary Information**

In accordance with Florida Statutes, Chapter 119.07(1)(a) and except as may be provided by other applicable state and federal law, the Invitation for Bids and the responses thereto are in the public domain. However, Bidders are requested to specifically identify in the submitted bid any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

**33. Request for Approved Equals**

Bidders may submit to the City requests for approved equals. Requests must be supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal or better than the specification's requirements.

All requests for approved equals must be submitted on the Request for Approved Equals form and received by the City not later than the date indicated in the Schedule of Events. All registered Bidders shall be informed, via addendum of those requests determined by the City to be approved or not. The City reserves the right, in its sole discretion, to reject any proposed "equivalent" that it deems inferior to that which is specified.

Submit completed Request for Approved Equals Form via email or facsimile to:

Linda Jeethan, Purchasing and Contracts Manager  
 City of Coconut Creek – Purchasing Division  
 Fax: 954-973-6754  
 Email: ljeethan@coconutcreek.net

### **34. Modification and Withdrawal of Bid**

- 34.1 All bids submitted shall be valid for a period of ninety (90) calendar days from the day of the bid opening. Bids may be modified or withdrawn **prior** to the due date for submitting electronic bids. Any bids not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 34.2 Bids may be retracted from the eBid System prior to the due date and time. Retracting a response allows the Bidder to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 34.3 Withdrawal of a bid will not prejudice the rights of a Contractor to submit a new bid prior to the bid opening date and time. No bid may be withdrawn or modified after the date of bid opening has passed.
- 34.4 If within twenty-four (24) hours after bids are opened, and Contractor files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident, Contractor may withdraw its bid and any bid security will be returned, if applicable.

### **35. Preparation of Bids**

Bidders shall submit their response via the eBid System ([www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing)). Bidder's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.

**The bid shall be signed by a representative who is authorized to contractually bind the Bidder.** The Bidder shall sign his bid in the blank space provided. If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to opening of bids or submitted with the bid.



Any bid shall be deemed non-responsive which contains materials omissions, or irregularities, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation for Bids. Only one (1) bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one (1) bid for work contemplated; all bids in which such a Bidder is interested will be rejected.

Bidder shall upload the response as one (1) file to the eBid System. The maximum file size is 25MB, however, that maximum applies to each file, not the bid itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.

**36. Bid Submission**

Bidder shall use the electronic eBid System to submit a response.

**37. Basis of Award**

The Contract will be awarded to the responsive, responsible Bidder submitting the lowest acceptable bid. Responsive Bidder shall be defined as any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of exclusions or special conditions and has no alternative bids for any items unless requested in the technical specifications. Responsible Bidder shall be defined as any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate status to meet his obligations contingent to the work. The City reserves the right to award the Contract that best serves the interests of the City.

If, at the time this Contract is to be awarded, the total of the lowest acceptable bid exceeds the funds estimated by the City as available, the City may reject all bids or take such other action, as best serves the City's interests.

The City of Coconut Creek, Florida, reserves the right to: waive informalities in any bid, delete or add any portion of the project, or extend or reduce the project within the limits of the work involved.

The City reserves the right to reject any and all bids for any reason where the City deems rejection to be in its best interest, or to reject any bid not in compliance with the Contract Documents.

**38. Award of Contract**

Within ninety (90) calendar days after the opening of bids, unless otherwise stated in the Invitation for Bids or Contract Documents, the City will accept one (1) of the bids or will act in accordance with Basis of Award, below. The acceptance of the bid will be by written notice of award, mailed or delivered to the office designated in the bid. In the event of failure of the lower responsible and responsive qualified Bidder to sign and return the Contract with acceptable Performance and Payment Bonds, as prescribed herein, the City may award the Contract to the next lowest responsible and responsive qualified Bidder. Such award, if made, will be made within one hundred twenty (120) days after the opening of bids.

The City reserves the right to reject any and all bids and is not bound to accept the lowest bid. Bids are awarded by the City and its decision shall be final. No Notice of Award will be given until the City has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the bid of any Bidder who does not pass such investigation to the City's satisfaction. In analyzing bids, the City may take into consideration alternates and unit prices, if requested by the bid forms. If the Contract is awarded, the City will issue the Notice of Award and give the Successful

Bidder a contract for execution or a purchase order within ninety (90) days after opening of bids.

**39. Execution of Contract**

The Successful Bidder shall, within ten (10) calendar days after receiving notice of award, sign and deliver to the City the Contract hereto attached together with the acceptable bonds as required in these Documents. Within ten (10) calendar days after receiving the signed Contract with acceptable bonds from the Successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

**40. Failure to Execute Contract and Furnish Bond**

The Bidder 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 bid, 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 Bidder 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.

**41. 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.

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## SECTION C

### GENERAL TERMS AND CONDITIONS

#### ARTICLE 1 PRELIMINARY MATTERS

##### 1.1 Contractor's Pre-Start Representative

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work in the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

##### 1.2 Pre-construction Conference and Project Schedule

Within fifteen (15) days after delivery of the executed Agreement by City to Contractor, but before starting the work at the site, a pre-construction conference will be held. In that meeting, the Contractor shall present and submit a project schedule, identifying key milestones. Contractor's performance shall be monitored based upon this schedule.

##### 1.3 Rejection of Subcontractor

If, prior to the Notice of Award, the City has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award either (i) submit an acceptable substitute without an increase in his bid price or (ii) withdraw his bid without forfeiting his bid security.

#### ARTICLE 2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by a written modification by the City and Contractor. The words "Contract" and "Agreement" shall have the same meaning and are used interchangeably.

In the event of a discrepancy/conflict between the requirements of the drawings and the requirements of the specifications manual or between requirements within any of the contract documents, those requirements which best serve the City shall take precedent. Determination of which requirements best serve the City shall be solely at the discretion of the City. Contractor shall not be entitled to any additional compensation related to City's determination.

2.2 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

2.3 The work of all trades under this Contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices

of the particular trade. All work shall meet the standards and codes of all regulatory agencies having jurisdiction over the Project whether or not mentioned in the Contract Documents. In case of conflict the most stringent standard shall prevail unless approved in advance by the Contract Administrator.

- 2.4** Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to the National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the bid.
- 2.5** Brand names where used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the Contract Administrator, as the material or product so specified. Proposed equivalent items must be approved by the Contract Administrator before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the Contractor shall use the brand specified).

### **ARTICLE 3 SUBSURFACE CONDITIONS, REFERENCE POINTS**

#### **3.1 Subsurface Conditions**

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon construction, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information deemed appropriate by the Contractor for the successful completion the project. Any failure by the Contractor to acquaint himself with the site conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor.

#### **3.2 Differing Site Conditions**

- (a) The Contractor shall promptly, and before such conditions are disturbed, notify the City in writing, of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in

the Contractor's cost of, or the time required for, performance of any part of the work under this contract whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- (b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in writing in (a) above to the Contract Administrator within three (3) calendar days; provided, however, the time prescribed therefore may be extended by the City.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**ARTICLE 4 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 City of Coconut Creek. Throughout the term of this Contract, Successful Bidder and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force insurance as follows:

**4.1 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 each accident.

**4.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000 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.

**4.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 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.

**4.4 Builder's Risk Insurance**

Builder's Risk insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage shall be "ALL RISK" coverage for one hundred percent (100%) of the completed value. The City reserves the right to require higher limits depending upon the scope of work under this agreement.

Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the

City. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.

**4.5 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  
 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 bid. If Bidder is Successful Bidder, then prior to commencement of Contract, Bidder must submit revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

**4.6 Insurance Company and Agent**

All insurance policies herein required of the Successful Bidder 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 should be included with your bid.

## 4.7 Safety

### Job Site

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Bidder's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Contractor is on public property and to ensure safety rules are not being violated. If violation becomes evident, the City may initiate its own action in addition to other government agencies.

## 4.8 Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  - 1) The potential for fire, explosion, corrosiveness, 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.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### 5.1 Supervision and Superintendence

The Contractor will supervise and direct the work. He will be solely responsible for the



means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the work site who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisors shall be present on each site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office).

## **5.2 Labor, Materials and Equipment**

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

## **5.3 Contractor Furnishes All Materials**

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

## **5.4 Installation Instructions**

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

## **5.5 Contractor Responsibilities**

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. The City may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

## **5.6 Subcontractors Terms**

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

## **5.7 Permits**

The Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits and licenses, etc. and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for his negligence, error or omission.

When such charges are normally made by the City and when so stated in the Special Conditions, there will be no charges to the Contractor. The City would assist the Contractor, if possible, in obtaining such permits and licenses. However, the Contractor shall pay all public utility charges or fees to other government agencies, where applicable.

**5.8 Electric Power and Lighting**

Electrical power required during construction shall be provided by the Contractor. This service shall be installed by a qualified electrical contractor approved by the Contract Administrator. Lighting shall be provided by the Contractor in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the Contractor.

**5.9 Taxes**

Cost of all sales and other taxes for which the Contractor is liable under the Contract shall be included in the Contract Price stated by the Contractor.

**5.10 Record Drawings**

The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. The Contractor must provide complete set of Record Drawings, on a USB flash drive and one full set of white lines, signed and sealed by a Registered Engineer in the State of Florida for all improvements. Final payment shall not be made to the Contractor unless completed record drawings have been submitted, approved and accepted by the City.

**5.11 Cleaning Up Site**

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.

**5.12 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.

**5.13 Waste Removal Services**

Any Contractor or Subcontractor performing construction work within the City of Coconut Creek must use the City's franchised hauler for garbage removal services including construction related debris. The City's current franchised hauler is All Service Refuse. Please contact them directly for dumpsters and/or rollofs at:

All Service Refuse  
751 NW 31st Avenue  
Ft. Lauderdale, FL 33311  
(954) 583-1830

**5.14 Public Convenience and Safety**

The Contractor shall, at all times, conduct the work in such manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" and other traffic control signs shall be placed immediately adjacent to the work, in a conspicuous position,

at such locations as traffic demands and as required by MOT, approved by the City, County and/or State. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

**5.15 Sanitary Provisions**

The Contractor shall provide on-site office, and necessary toilet conveniences, secluded from public observation, for use of all personnel on the work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. They shall commit no public nuisance. Temporary field office and sanitary facilities shall be removed by the Contractor at his own expense upon completion of the work, and the premises shall be left clean.

**5.16 Work in Street, Highway and Other Rights-of-Way**

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents or, if not mentioned, shall be restored to their original condition or better. Upon completion of the work, Contractor shall present to the City certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.

**5.17 Hurricane Precautions**

**5.17.1** 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.

**5.17.2** 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.

**5.17.3** 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 in accordance with Article 6 - Changes in the Work, if applicable.

**5.17.4** 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.

**5.18 Value Engineering**

Should either party request a substitution that changes the contract such as requesting substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price shall make such a request to Contract Administrator in writing. Contract Administrator in consultation with the Consultant will be the sole judge of acceptability and no substitute will be ordered, installed, used or initiated without Contract Administrator's prior written acceptance, which will be evidenced by a Change Order processed with all required approvals and an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. If City initiates change, the City will be responsible for any changes initiated on its behalf. By making a request for substitution, Contractor agrees to pay directly to Consultant all

Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the Consultant accepts the request for substitution. Any substitution submitted by Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution requested by the Contractor is approved, the net dollar savings shall be shared equally between Contractor and City and shall be processed as deductive Change Order. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

#### 5.19 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 three (3) 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, 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.

**ARTICLE 6 CHANGES IN THE WORK**

- 6.1** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the work; these shall be authorized by Change Orders. Upon receipt of a Change Order approved in writing by the Contract Administrator, the Contractor will proceed with the work involved. All such work shall be performed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price, payment shall be adjusted or pro-rated by the unit price of the pay items in the Contract or based on mutually accepted price if there are no unit prices. An extension or shortening of the Contract Time may be granted by the City depending upon the changes in the scope of work. A Change Order signed by the Contractor indicates his agreement therewith.
- 6.2** Additional work performed by the Contractor without written authorization and signed Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time.
- 6.3** It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor shall furnish proof of such an adjustment to the City.
- 6.4** In no case shall denial of a change order serve as grounds for Contractor to delay or suspend work, unless directed otherwise in writing by City. City's denial or failure to act upon a change order shall not constitute grounds for suspension of work unless City directs otherwise in writing.
- 6.5** 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. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs for acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance was avoidable or unavoidable; provided however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the 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 the extent provided for herein.
- 6.6** In the event, the City and Contractor are unable to come to an agreement for a change order, the City reserves the right to assume the ownership of the scope of work under that change order and complete the work either by its own work-force or its own separate Contractor. The City would be responsible and liable for the work completed by its work-force or its Contractor only. The remaining project shall still be the responsibility of the Contractor along with any liability associated with it. In the event City chooses to assume

ownership of any portion of the scope of work, Contractor shall make every reasonable effort to accommodate City's workforce or City's own separate Contractor in the performance of such scope.

**ARTICLE 7 TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF CONTRACT TIME**

**7.1** The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

**7.2** The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

**7.3** If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City the amount of five hundred dollars (\$500.00) for liquidated damages for each calendar day that the Contractor shall be in default after the agreed upon completion date.

It is understood and agreed that deductions at the rates stipulated shall be made from the total contract price for each and every calendar day after and exclusive of the day within which completion was required, and up to and including the date of completion and acceptance by the City.

Completion of the work, as mentioned above, shall include startup and testing of portions of the project, unless explicitly excluded.

The amount as set forth as liquidated damages is understood and agreed not to be a penalty; the said sum being specifically agreed upon in advance as the measure of damage to the City resulting from the delay in completion of the work.

The expiration of the time stipulated without the work having been completed shall in itself constitute a default without the necessity of any notice being given by the City to the Contractor.

The Contractor agrees and consents that the Contract price reduced by the aggregate of the entire damages so deducted shall be accepted by the Contractor in full satisfaction for work done under the Contract.

**7.4** The contract time may only be changed by a Change Order approved in writing by the Contract Administrator. Any claim for an extension in the contract time shall be based on written notice delivered to the City within ten (10) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the contract time shall be determined by the City, if City and Contractor cannot otherwise agree.

**7.5** The contract time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefore as provided in paragraph 7.4. Such delays shall only include those as a result of natural and/or man-made disasters, epidemics, abnormal weather conditions, or acts of God.

- 7.6** No claim for damages other than for an extension of time shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price 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, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. 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 the extent specifically provided above.

## **ARTICLE 8 GUARANTEE**

- 8.1** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of acceptance of the project and/or system. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance that the completed project and/or system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. This Article shall be governed by the City Code.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 Payments to Contractor**

- 9.1.1** Payments to the Contractor shall be made on the basis of the Bid Schedule as full and complete payment for furnishing materials, labor, tools, and equipment, and for performing operations necessary to complete the work included in the Contract Documents.
- 9.1.2** The prices stated in the Contract Document include costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, other costs and expenses for performing and completing the work as shown on the details and specified herein.
1. The Basis of Payment for an item at the price shown in the Bid Schedule form shall be in accordance with its description of the item and as related to the work specified.
  2. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- 9.1.3** 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 Contract Administrator 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.
- 9.1.4** No payment shall be requested on the basis of materials and equipment delivered

and suitably stored at or near site. Payment shall be made only after work has been completed and accepted by the Contract Administrator. The Contractor shall replace at his expense any stored materials, which are either damaged or stolen before installation. The Contract Administrator will, within ten (10) days after receipt of each monthly payment estimate, either indicate in writing his approval of payment or return the monthly payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the monthly payment estimate. The City, will within thirty (30) days of presentation of any approved monthly payment estimate, pay the Contractor a progress payment on the basis of the approved monthly payment estimate. 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 (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

- 9.1.5** The quantities listed in the Bid Schedule will not govern final payment.
1. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Drawings and Specifications.
  2. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid Schedule, an adjustment in payment will be made.
  3. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

- 9.1.6** Payment will not be made for excess material placed; materials wasted or disposed of in a manner not called for under the Contract.
1. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the plan or payment limit lines.
  2. No compensation will be allowed for disposing of rejected or excess material.

**9.2 Retainage Release**

The Contractor may apply for the return of the retainage held if the Contractor has satisfactorily completed the work in accordance with the Contract and satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues, including liquidated damages. The release of retainage shall not become due until all work is one hundred percent (100%) completed and accepted by the Contract Administrator. The requirements of retainage release include the following:

1. Repair and/or replacement of faulty or defective Work.
2. As-built drawings are submitted to and accepted by the Contract Administrator.
3. All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the Contract Administrator.
4. The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
5. Release of Lien is submitted by Contractor and subcontractor(s) and accepted by the City.



6. The Contractor's completion of Punch List.
7. Warranties are submitted to and accepted by the City.

**9.3 City's Right to Withhold Payment**

The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
4. Damage to another Contractor not remedied.
5. The Contractor has incurred liability for liquidated damages.
6. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
7. Reasonable evidences that the Work will not be completed within the Contract time.
8. Failure to carry out the Work in accordance with the Contract Documents.

**9.4 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 subject of the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

**9.5 Contractor's Warranty of Title**

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will have passed to the City prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

**ARTICLE 10 CONTRACT TERMINATION**

**10.1 City's Right to Terminate Contract**

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 insure 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 of such delay, neglect or default, specifying the same. If the Contractor, within a period of ten (10) calendar days after 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 be entitled to receive 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.

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.

The performance of work under this Contract may be terminated 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 termination. Upon written proof of reasonable expenses incurred by the Contractor relating to the commitments, which had become firm prior to the termination the City may make such payments. 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 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.

## **10.2 Contractor's Right to Stop Work or Terminate Contract**

If the work should be stopped under order of any court of 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, or if the City fails to make its best efforts to pay the Contractor within forty-five (45) days after presentation of 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.

## SECTION D

### SPECIAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

1. Normal work hours for this project are 7:00 a.m. to 7:00 p.m. Mondays through Fridays, 8:00 am to 7:00 pm Saturdays and 8:00 am to 6:00 pm Sundays and National Holidays as per City Code, Section 14-28. Any work done outside these hours shall require permission from the City.
2. All work done by the Contractor or any Sub-Contractor shall be done with minimal disturbance to the residences and businesses of the City. The noise level shall be kept at reasonable but at low levels.
3. All bid prices shall remain in effect until the project is completed. Under extreme circumstances and documented by acceptable proof, the City, at its sole discretion, may agree to price adjustments. Otherwise, all bid prices shall remain firm.
4. All CONTRACTOR personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business within the CITY. The CITY reserves the right to have CONTRACTOR permanently remove (from servicing the CITY) any of CONTRACTOR'S personnel that, in the opinion of the CITY, is not maintaining a professional, courteous and responsible demeanor at all times.
5. CONTRACTOR understands that inspections take place during normal business hours between 7:00 am and 6:00 pm Monday through Thursday. CONTRACTOR may request inspections on Fridays however, should City agree to perform such inspection(s), CONTRACTOR will incur additional fees that will be solely at CONTRACTOR'S own expense.
6. Allowances
  - 6.1. Broward County Permit and Inspection Fees Allowance (Bid Item No. 8)
    - A. Included in the TOTAL BASE BID AMOUNT is the sum of seventy-five thousand dollars (\$75,000.00) for obtaining Broward County bonds, permits, inspections and certificates of completion required by the State of Florida, County Agencies, or by other local governmental entities.
    - B. Fees excluded from this allowance include but are not limited to re-inspection fees, expired permit fees, and contractor's overhead and profit.
    - C. Payment under the allowance item shall be made only for actual cost of the permits without any profit, overhead, processing, or administrative charges.

## **REQUIRED FORMS**

**BIDDER SHALL UPLOAD COMPLETED  
FORMS TO THE EBID SYSTEM**

**[WWW.COCONUTCREEK.NET/PURCHASING](http://WWW.COCONUTCREEK.NET/PURCHASING)**

# SECTION E

## BID SHEETS

PROJECT NAME: Wiles and Lyons Roads Reclaim Water Main Project  
PROJECT NO.: Bid No. 10-25-17-11

THIS BID SUBMITTED BY:

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

\_\_\_\_\_ Authorized Company Representative

\_\_\_\_\_ Address

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

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of City's Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged.)
 

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
  - (b) Bidder has familiarized himself with the nature and extent of the contract documents, work, site, locality, and all local conditions and law and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  - (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect

the cost, progress performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (d) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given Purchasing and Contracts Manager written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution by the Purchasing and Contracts Manager is acceptable to Bidder.
- (g) This bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

4. Bidder will complete the work for the following price:

Total Bid (Items 1 through 8) \$\_\_\_\_\_

\_\_\_\_\_

Total Bid (Items 1 through 8) (Written)

5. Bidder agrees that the work will be completed within two hundred forty (240) calendar days after the date stipulated in the Notice to Proceed.

6. Communications concerning this bid shall be addressed to:

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

Bidder's Name: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

7. The terms used in this bid are the same as defined in the General Conditions, Specifications and other parts of the Contract Documents

SUBMITTED on \_\_\_\_\_, 2017

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If BIDDER is:

**An Individual**

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

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

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

\_\_\_\_\_

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

**A Partnership**

By \_\_\_\_\_  
(SEAL) (Firm's Name)

\_\_\_\_\_ (General Partner)

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

\_\_\_\_\_

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



**A Corporation**

By \_\_\_\_\_  
(Corporation name)

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

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

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

(Corporate Seal)

Attest \_\_\_\_\_  
(President)

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

\_\_\_\_\_

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

**A Joint Venture**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**SUBCONTRACTORS**

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project.

**CLASSIFICATION  
OF WORK**

**NAME AND ADDRESS  
OF SUBCONTRACTOR**


**CITY OF COCONUT CREEK  
WILES AND LYONS ROADS RECLAIM WATER MAIN PROJECT  
BID NO. 10-25-17-11**

**BID SCHEDULE**

**NOTES:**

1. All bid prices shall be inclusive of all labor, equipment, material and testing costs including sales tax and all other applicable taxes and fees. Contractor to be responsible for all permit fees except City's.
  2. The Bidder agrees to perform all the work described in the Contract Documents for a lump sum amount.
  3. It is the intention of the City to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
  4. Any discrepancy between the written and numerical, the written prevails.
- 

**BIDDER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH  
THE EBID SYSTEM "LINE ITEMS" TAB**

**[WWW.COCONUTCREEK.NET/PURCHASING](http://WWW.COCONUTCREEK.NET/PURCHASING)**

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**VISA PURCHASING CARD:**

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, and 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 the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid 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.

# 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.

**Completion Time:** 240 Calendar Days

Work shall be commenced in accordance with the Agreement date and shall be completed within two hundred forty (240) calendar days as stipulated in the Notice to Proceed.

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

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

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

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

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

Signature: \_\_\_\_\_

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

(CORPORATE SEAL)

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**EXCEPTION TO THE INVITATION FOR BIDS**

**NOTE:** Bids that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in bid requirements is done at the risk of the Bidder presenting the bid and may result in the rejection.

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**SECTION F**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal and Contractor, and \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto City of Coconut Creek, a political subdivision of the State of Florida, and represented by its City Manager, in the sum of five percent (5%) of the total amount bid of:

\_\_\_\_\_  
(Written Dollar Amount)

dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Coconut Creek for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

WILES AND LYONS ROADS RECLAIM WATER MAIN PROJECT  
BID NO. 10-25-17-11

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five percent (5%) of the Base Bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Coconut Creek and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the awarded bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Coconut Creek and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.



IN WITNESS WHEREOF, the said \_\_\_\_\_  
 as Principal herein, has caused these presents to be signed in its name by its \_\_\_\_\_  
 \_\_\_\_\_ and attested by its \_\_\_\_\_  
 \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_  
 \_\_\_\_\_ as Surety herein, has caused these presents  
 to be signed in its name by its \_\_\_\_\_  
 \_\_\_\_\_ and attested in its name by its \_\_\_\_\_  
 \_\_\_\_\_ under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
 2017.

Signed, sealed and delivered  
 in the presence of:

\_\_\_\_\_

As to Principal

\_\_\_\_\_

As to Surety

PRINCIPAL: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Surety

BY: \_\_\_\_\_  
 Attorney-in-Fact  
 (Power-of-Attorney to be attached)

BY: \_\_\_\_\_  
 Resident Agent

## SECTION G

### NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

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

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham 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 Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix an overhead, profit, or cost elements of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

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

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

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

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

**ACKNOWLEDGEMENT**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_, 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

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

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

## SECTION H

### 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 Bid No. 10-25-17-11 for Wiles and Lyons Roads Reclaim Water Main Project.
  
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
3. My name is \_\_\_\_\_ and my  

(Please print name of individual signing)

 relationship to the entity named above is \_\_\_\_\_.
  
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 Section 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.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Signature

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

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

## SECTION I

### DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that (Name of Business)

\_\_\_\_\_ does:

- 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 chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

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

\_\_\_\_\_  
Date

**SECTION J**

**INDEMNIFICATION CLAUSE**

**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 their 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.

\_\_\_\_\_ Contractor's Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

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

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

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_ Notary Public Signature

\_\_\_\_\_ Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

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



# SECTION K

## BIDDER'S QUALIFICATIONS

**NOTE:** This statement of Bidder's Qualifications must be completely filled out, properly executed and returned as part of your bid.

- 1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

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

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

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

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

Federal Tax I.D.: \_\_\_\_\_

Principals: \_\_\_\_\_ Titles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 2. a. Are you licensed, as may be required, in the designated area(s) of Broward County, Florida?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. List Principals Licensed:

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

- 3. How long has your company been in business and so licensed? \_\_\_\_\_

- 4. If Bidder is an **individual** or a **partnership**, answer the following: \_\_\_\_\_

- a. Date of organization: \_\_\_\_\_

**BIDDER'S QUALIFICATIONS**

b. Name, address and Ownership percentage of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

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

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5. If Bidder 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?

---

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

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7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If so, give particulars including circumstances, where and when, name of bonding company, name and address of City and disposition of matter:

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**BIDDER'S QUALIFICATIONS**

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 requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from doing business with any government agency and/or professional board.

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

---

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

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10. List name and title of persons in your company who are authorized to enter into a Contract with the City of Coconut Creek, Florida for the proposed work should your company be the Successful Bidder.

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

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

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

---

---

12. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

---

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13. Under what conditions does the Bidder request Change Orders.

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14. Bank References:

Bank	Address/City/State/Zip	Telephone

15. Attach a financial statement including Bidder'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)

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

\_\_\_\_\_

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

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

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

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

Yes  No

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

Yes  No

21. Did you attend the pre-bid conference if any such conference was held?

Yes  No  No Conference Held

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the City of Coconut Creek, Florida to verification of the recitals comprising this statement of the Bidder's qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Respectfully submitted

(CORPORATE SEAL)

\_\_\_\_\_  
Company – Contractor

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**BIDDER'S QUALIFICATIONS**

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_ (Seal)  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor Signature

Construction Industry Licensing Board

Registration No.: \_\_\_\_\_

Certification No.: \_\_\_\_\_

Qualifying Individual: \_\_\_\_\_

# SECTION L

## CERTIFIED RESOLUTION

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

“IT IS HEREBY RESOLVED THAT \_\_\_\_\_(Name)” The duly elected  
\_\_\_\_\_ (Title of Officer) of \_\_\_\_\_(Corporate title) be and is hereby  
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coconut Creek and such  
other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and  
other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The  
secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

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

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

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

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

(SEAL)

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

Secretary

\_\_\_\_\_  
Corporate

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

## SECTION M

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

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

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, *YOU MUST CHECK BELOW* the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within meaning of subsection (1):
  - \_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

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

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

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

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

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



## SECTION N

### REFERENCES

The following is a list of at least four (4) references that Contractor has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

2. Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

3. Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

4. Name of Firm, City, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

**NOTE: Additional references may be attached and provided.**

# SECTION O

## ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO CITY OF COCONUT CREEK

We, \_\_\_\_\_, hereby acknowledge and  
(Prime Contractor)

agree that as Contractors for Wiles and Lyons Roads Reclaim Water Main Project, Bid No. 10-25-17-11, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all state and local safety and health regulations, and agree to indemnify and hold harmless the City of Coconut Creek against any and all liability, claims, damages, losses and expenses they may incur due to the failure of

\_\_\_\_\_  
(Subcontractors Names)  
\_\_\_\_\_

to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

**SECTION P**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH  
FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**

STATE OF FLORIDA            )  
  ) SS  
CITY OF COCONUT CREEK    )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who being duly sworn deposes and says as follows:

That he/she is duly authorized representative of \_\_\_\_\_ and  
such (City) (Partner) (President or other Corporate Officer)

has full authority to execute this Bidder's Affidavit.

- 1. The full legal name and business address of the person or entity submitting this bid:

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

- 2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
- 3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
- 4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The Bidder further identifies the costs to be summarized on the following page\*:

	Trench Safety Measure	Units of Measure	Unit Quantity	Extended Unit Cost	Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL:  
\_\_\_\_\_

Method of Compliance (Specify)\_\_\_\_\_

Date: \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Affiant

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

My Commission expires:  
\_\_\_\_\_

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn statement/affidavit, his bid may be declared non-responsive and rejected by CITY OF COCONUT CREEK.

## SECTION Q

### CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____		
Respondent's Authorized Representative Name and Title: _____		
_____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____	Respondent FEIN: _____	
Email Address: _____		

Section 287.315, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Both lists are created pursuant to section 215.473, Florida Statutes.

**Certification:**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
Who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____
Print Name and Title: _____

# **EXHIBITS**

**EXHIBIT "A"**

**AGREEMENT**

*between*

**THE CITY OF COCONUT CREEK**

*and*

**CONTRACTOR NAME**

*for*

**WILES AND LYONS ROADS RECLAIM WATER MAIN PROJECT**

**BID NO. 10-25-17-11**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ (the "Contractor") for the construction of about 7,000 feet of mostly 16" reclaim water main system on Wiles and Lyons Roads as specified in Bid No. 10-25-17-11.

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), drawings, specifications of Bid No. 10-25-17-11, 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 if attached to this Agreement or repeated therein.

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents and Bid No. 10-25-17-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- 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**

The work to be performed under this Agreement shall be commenced after execution of the Agreement and not later than thirty (30) days after the date that Contractor receives the Notice to Proceed.

**5) Contract Sum**

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of        Dollars and        cents (        ).

**6) Payments**

Payments will be made in accordance with contract documents and Bid No. 10-25-17-11. 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 (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

**7) 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.

**8) 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 one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is 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 correct the work unless the City has previously given the Contractor a written acceptance of such condition.

**9) 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 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 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.

**10) 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 or expression 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.

**11) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**12) 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.

**13) 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

Contact Name:  
Company Name:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
Email:

**14) Termination**

This Agreement may be terminated by City or Contractor for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

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

**15) 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.

**16) Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in 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.

**17) 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.

**18) 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.

**19) 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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 \_\_\_\_\_ (Name of party with whom Agreement is made), signing by and through its \_\_\_\_\_ (President, Owner, CEO, etc.) duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Mary C. Blasi, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill Pyburn, City Attorney      Date

**CONTRACTOR**

ATTEST:

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

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner      Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA:

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
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 “B”**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for the construction of Wiles and Lyons Roads Reclaim Water Main Project, Bid No. 10-25-17-11, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 2017, with City for \_\_\_\_\_ in accordance with specifications prepared by City of Coconut Creek and drawings (plans) which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnities and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions, or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for prosecution of the work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with Contractor and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
  - 2.3 No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless the notices stated under proceeding conditions (2.1) and (2.2) have been given.
  - 2.4 No action shall be instituted against the Contractor or the Surety after one (1) year from the performance of labor or completion of delivery of the materials or supplies.
  - 2.5 Bond is executed pursuant to Florida Statute 255.05 and the conditions and limitations of the payment provisions of Florida Statute 255.05 are incorporated herein by reference.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

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

\_\_\_\_\_  
Secretary

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

(CORPORATE SEAL)

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

WITNESSES:

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

\_\_\_\_\_  
Secretary

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

IN THE PRESENCE OF;

INSURANCE COMPANY:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation names as Principal in the forgoing Performance and Payment Bond(s); that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature; and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_(SEAL)  
as Secretary

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

(SEAL)

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared: \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath say that he is the Attorney-in-Fact for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing Performance and Payment Bond on behalf of the Contractor names therein in favor of the City. Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

\_\_\_\_\_  
Notary Public, State of Florida

Notary Public, State of Florida at Large

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



NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the "Principal" herein be accepted and said "Principal" within seven (7) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "City" and furnish a contract Surety Bond in an amount equal to one hundred percent (100%) of the contract price, satisfactory of said "City" then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Coconut Creek, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Coconut Creek, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said \_\_\_\_\_, as "Principal" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_, as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal this \_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

CONTRACTOR \_\_\_\_\_ (SEAL)  
Corporate Signature

APPROVED:

\_\_\_\_\_

By \_\_\_\_\_

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

CONTRACTOR \_\_\_\_\_ (SEAL)  
Individual or Partnership

Two Witnesses for Above:

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

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "C"**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for the construction of Wiles and Lyons Road Reclaim Water Main Project, Bid No. 10-25-17-11, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 2017, with City for \_\_\_\_\_ in accordance with specifications prepared by City of Coconut Creek and drawing (plans) made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of \_\_\_\_\_, within \_\_\_\_\_ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work. Further in accordance with the City of Coconut Creek Code of Ordinance the Contractor shall be obligated to grant a one (1) year Maintenance Bond beginning after the release of the Performance Bond in the amount equal to 25% of the Performance Bond.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a

default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.50(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

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

\_\_\_\_\_  
Secretary

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

(CORPORATE SEAL)

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

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Telephone No.: (      ) \_\_\_\_\_

**EXHIBIT "D"**  
**NOTICE OF INTENT**

Date

CERTIFIED RETURN RECEIPT REQUESTED

Company Information

Re: Wiles and Lyons Road Reclaim Water Main Project  
Bid No. 10-25-17-11

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

Please be advised that City staff and the Director of Utilities & Engineering is recommending to the City Commission award of the above-referenced project to your organization.

This letter is not to be construed as the final award of the contract or a notice to proceed with the work. Final award is subject to review by the City Clerk's Office, City Attorney's Office and the City Manager's Office, and Commission approval.

In order to initiate and expedite the contract process promptly, you must sign and return two (2) original agreements, along with your Certificate of Insurance (requirements attached) to me at the above address. Please return the required documents within ten (10) days from the date of receipt.

The recommendation of award is scheduled for the Thursday, November 24, 2017 Commission Meeting. The Notice of Award will be issued after the contract has been executed by the City Manager. You will be required to submit Performance and Payment Bonds within ten (10) days of receiving the Notice of Award. Once the City is in receipt of the required Bonds the City will issue the Notice to Proceed.

Should you have any questions, I can be reached at 954-956-1438.

Sincerely,

LINDA JEETHAN  
Purchasing and Contracts Manager  
[ljeethan@coconutcreek.net](mailto:ljeethan@coconutcreek.net)

Enclosures

cc: Contract Administrator

**EXHIBIT "E"**

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Project Description: City of Coconut Creek for the construction of Wiles and Lyons Roads Reclaim Water Main Project, Bid No. 10-25-17-11 in accordance with the Contract Documents.

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the work within two hundred forty (240) calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_.

CITY OF COCONUT CREEK

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_,

\_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

# EXHIBIT "F"

## NOTICE OF COMMENCEMENT

In accordance with Section 713.13 (1) (h) of the Florida Statutes, a Notice of Commencement is required for the construction of, improvements to, alteration of or repair of real property. The Notice of Commencement must be recorded with Broward County Records, Taxes and Treasury Division, or in the office of the clerk where the real property is located. Therefore, prior to beginning work under this Contract, Contractor shall provide to the City's Contract Administrator a Notice of Commencement recorded in Broward County, Florida.

AFTER RECORDING - RETURN TO:

PERMIT NUMBER:

### NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. **DESCRIPTION OF PROPERTY** (Legal description & street address, if available) **TAX FOLIO NO.:** \_\_\_\_\_

**SUBDIVISION** \_\_\_\_\_ **BLOCK** \_\_\_\_\_ **TRACT** \_\_\_\_\_ **LOT** \_\_\_\_\_ **BLDG** \_\_\_\_\_ **UNIT** \_\_\_\_\_

2. **GENERAL DESCRIPTION OF IMPROVEMENT:** \_\_\_\_\_

3. **OWNER INFORMATION:** a. Name \_\_\_\_\_

b. Address \_\_\_\_\_ c. Interest in property \_\_\_\_\_

d. Name and address of fee simple titleholder (if other than Owner) \_\_\_\_\_

4. **CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:** \_\_\_\_\_

5. **SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:** \_\_\_\_\_

6. **LENDER'S NAME, ADDRESS AND PHONE NUMBER:** \_\_\_\_\_

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:  
**NAME, ADDRESS AND PHONE NUMBER:** \_\_\_\_\_

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:  
**NAME, ADDRESS AND PHONE NUMBER:** \_\_\_\_\_

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_, 20\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

\_\_\_\_\_  
**Signature of Owner or  
Owner's Authorized Officer/Director/Partner/Manager**

\_\_\_\_\_  
**Print Name and Provide Signatory's Title/Office**

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_, as \_\_\_\_\_  
(name of person) (type of authority, ... e.g. officer, trustee, attorney in fact)

For \_\_\_\_\_  
(name of party on behalf of whom instrument was executed)

\_\_\_\_\_ Personally known or \_\_\_\_\_ produced the following type of identification: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

**Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above:**

By \_\_\_\_\_ By \_\_\_\_\_

**EXHIBIT "G"**

**CHANGE ORDER NO.**

**City:** City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

**Project Name:** Wiles and Lyons Roads Reclaim Water  
Main  
Bid No. 10-25-17-11

**Contractor:** \_\_\_\_\_ **Purchase Order No.:** \_\_\_\_\_

In compliance with specifications in the above referenced contract, the Contractor and the City do both hereby agree that the Contractor shall make the following changes, additions or deletions to the work specified in the plans/project and specifications.

**Description:**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$	Original Contract Time:
Previous Change Orders No. 1 to \$	Net change from previous Change Orders:
Contract Price prior to this Change Order: \$	Contract Time prior to this Change Order:
Net <u>increase</u> /decrease of this Change Order: \$	Net Increase/decrease of this Change Order:
Contract Price with all approved Change Orders: \$	Contract Time with all approved Change Order:

**REQUESTED BY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Contractor

**RECOMMENDED**

By \_\_\_\_\_ Date \_\_\_\_\_  
Department Director

**RECOMMENDED**

By \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director

**APPROVED**

By \_\_\_\_\_ Date \_\_\_\_\_  
City Manager



# EXHIBIT "H"

## APPLICATION FOR PAYMENT

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

Contract/Purchase Order No.: \_\_\_\_\_ Original Contract Value: \_\_\_\_\_

Contract Change Order Value: \_\_\_\_\_ Current Contract Value: \_\_\_\_\_

Cumulative No. Change Orders: \_\_\_\_\_

**Note:** Contractor shall submit with this Application for Payment form a Schedule of Values.

**Application for Payment is made, as shown below:**

- 1. Original Contract Sum \$ \_\_\_\_\_
- 2. Net Change by Change Orders \$ \_\_\_\_\_
- 3. Contract Sum to Date \$ \_\_\_\_\_  
(Line 1 (+) or (-) Line 2)
- 4. Total Completed and Stored to Date \$ \_\_\_\_\_
- 5. Retainage \$ \_\_\_\_\_  
a. 10% of Completed Work
- 6. Total Earned less Retainage \$ \_\_\_\_\_  
(Line 4 – Line 5c)
- 7. Less Previous Application For Payment \$ \_\_\_\_\_  
(Subtract line 6 from prior A.F.P.)
- 8. Current Payment Due \$ \_\_\_\_\_
- 9. Balance to Finish, plus Retainage \$ \_\_\_\_\_  
(Line 3 – Line 6)

Submitted by: \_\_\_\_\_  
Contractor

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

Approved for  
Payment: \_\_\_\_\_  
Project Administrator

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

**EXHIBIT "I"**

Prepared by  
Name  
Address  
Address

Return to:

City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

**CONTRACTOR'S FINAL WAIVER OF LIEN**

(From a corporation)

PROJECT NO: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That

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

a corporation, (Contractor) for and in consideration of payment in full from \_\_\_\_\_  
\_\_\_\_\_, (Owner), the sufficiency and receipt of which is  
hereby acknowledged, has a direct contract with the Owner for \_\_\_\_\_  
work, labor, and materials or services heretofore and/or hereafter furnished in regards thereto, including  
all extras and change orders, hereby releases and waives any and all liens, lien rights or claims whatsoever  
which the Contractor now has or may acquire against the Owner's property in Broward County, Florida,  
legally described as

(Subject Property).

Contractor certifies that all laborers employed by the Contractor for work provided to the subject  
property have been paid in full and that all suppliers, material men and subcontractors who have furnished  
labor, materials or supplies to Subject Property under a direct contract with the Contractor have been paid  
in full or, if not, are shown on the Final Contractor's Affidavit attached. Final Waivers of Lien have been  
obtained or are attached, from all parties who have filed a Notice to Owner as a Vendor to the Contractor,  
or have not furnished any labor, material or services under the Notice to Owner.

I, \_\_\_\_\_, the undersigned, an Officer of \_\_\_\_\_, a  
corporation, hereby certify that I have the power and authority to execute this Final Waiver of Lien for and  
on behalf of the Contractor. I further certify understand that I am aware that any false statement made by  
me, either individually or for and on behalf of the Contractor, constitutes perjury and that the State Florida  
provides penalties for making any false statements in a document of this kind.

IN WITNESS WHEREOF, \_\_\_\_\_(Name of Contractor Corporation), a \_\_\_\_\_ (State of Incorporation) corporation has caused this Contractor's Final Waiver of Lien to be executed in its name and its corporate seal to be affixed by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CONTRACTOR:

(Corp seal)  
ATTEST:

\_\_\_\_\_, a corporation  
(Here insert state of incorporation)

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
(Print/type/stamp name of \_\_\_\_\_-sec.)

\_\_\_\_\_  
(Print/type/stamp name of \_\_\_\_\_-pres.)

Witness:

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
(Print/type/stamp name of witness)

\_\_\_\_\_  
\_\_\_\_\_  
(Print/type/stamp name of witness)

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

The foregoing Contractor's Final Waiver of Lien was acknowledged before me this day of \_\_\_\_\_, 2017 by \_\_\_\_\_, \_\_\_\_\_ president (name and title), and \_\_\_\_\_, \_\_\_\_\_ secretary (name and title) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, who is/are personally known to me or has/have produced \_\_\_\_\_, (type of ID) and \_\_\_\_\_ (type of ID), respectively, as identification.

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
(Print/type/stamp name of Notary Public)

My commission expires: \_\_\_\_\_

My commission number is: \_\_\_\_\_

(N.P. Seal)