



INVITATION FOR BIDS



**POLICE DEPARTMENT KENNEL
IFB NO. 07-14-26-10**

**PROCUREMENT DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
EBID SYSTEM: <https://coconutcreek.ionwave.net>**



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

June 14, 2026

LEGAL NOTICE / INVITATION FOR BIDS

IFB No.: 07-14-26-10
IFB Name: Police Department Kennel
Non-Mandatory Pre-Bid Conference: June 23, 2026, at 11:00 a.m. ET
Due Date/Time: July 14, 2026, at 10:00 a.m. ET

The City of Coconut Creek, Florida is soliciting bids from qualified, experienced, and licensed General Contractors for a new story of the Police Department Kennel, located at 4800 West Copans Road, Coconut Creek, Florida 33063, within the Police compound facility. The work shall be performed in full accordance with the plans, specifications, terms, and conditions contained in this Invitation for Bids (IFB).

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 Carlos Marmolejos, Procurement Operations Supervisor, at email cmarmolejos@coconutcreek.gov.

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 encouraged 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.gov/fin/procurement. 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.

Pursuant to Section 119.071, Florida Statutes, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

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.

Carlos Marmolejos
Procurement Operations Supervisor

Publish Date: Sunday, June 14, 2026
Advertised: Sun Sentinel

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 Procurement 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 via the eBid System "Questions" tab or by email and directed as follows:

Carlos Marmolejos, Procurement Operations Supervisor Email: cmarmolejos@coconutcreek.gov

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	June 14, 2026, 7:00 AM ET
Non-Mandatory Pre-Bid Meeting	June 23, 2026, 11:00 AM ET
Last Date of Receipt of Questions	July 07, 2026, 5:00 PM ET
Last Date of Receipt of Requests for Approved Equals Form	July 08, 2026, 5:00 PM ET
Addendum Release (if required)	July 09, 2026, 5:00 PM ET
Bid Due Date	July 14, 2026, 10:00 AM ET
Compliance Review	The week of July 20, 2026
Commission Award of Contract	TBD

4. General Description of the Project

The project consists of a new story of the Police Department Kennel, located at 4800 West Copans Road, Coconut Creek, Florida 33063, within the Police compound facility. 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 disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

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 Carlos Marmolejos, Procurement Operations Supervisor at email: cmarmolejos@coconutcreek.gov. 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 and must not be listed in the System for Award Management (SAM) as an excluded party. 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 Bidder must possess at time of bid opening the following State Certified license:

- Florida State Licensed General Contractor

All licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current. A copy of the State of Florida Certificate of Status or Good Standing, a copy of General Contractors License, and a copy of the Business Tax Receipt (must be in effect as required by Florida Statute 205.065 or as amended) must be provided 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.gov/procurement). 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 express or imply 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 include in their Bid Submittal 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.

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 Section 255.05 or 713.23, Florida Statutes as amended from time to time, 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 five (5) years following Final Completion of the project. During the project and the five (5) 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 Statement

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been

placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek will require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, pandemic, emergency or hurricane. Awarded Contractor must furnish a twenty-four (24) hour telephone number in the event of such an emergency.

30. Remedies

a) Damages

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

b) Correction of Work

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

31. Gratuities and Kickbacks

c) Gratuities

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim

or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

d) Kickbacks

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier subcontractor, any person associated therewith, as an inducement of the award of a subcontract or order.

e) Contract Clause

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract, subcontract, and solicitation therefore.

32. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

33. Uncontrollable Circumstances ("Force Majeure")

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

34. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing 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, Florida Statutes, as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per Section 14.202], Florida Statutes for good cause."

36. E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

37. 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.

38. 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 the bid.

39. Confidential and/or Proprietary Information

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time 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 Section 119.071, Florida Statutes as amended from time to time.

40. Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information when held by the City as a utility owner, consistent with Section 119.0713(5), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

41. 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 to:

Carlos Marmolejos, Procurement Operations Supervisor Email: cmarmolejos@coconutcreek.gov.

42. Modification and Withdrawal of Bid

42.1 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.

42.2 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.

42.3 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.

42.4 If within twenty-four (24) hours after bids are opened, and Contractor files a duly signed, written notice with the Procurement 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.

43. Preparation of Bids

- (a) Bidders shall submit their response via the eBid System (www.coconutcreek.gov/procurement). Bidder shall upload the response **as one (1) file** to the eBid System. The maximum file size is 100 MB, however, that maximum applies to each file, not the bid itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- (b) 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.
- (c) **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.
- (d) 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.

44. Bid Submission

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

45. Basis of Award

- (a) 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 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) A recommendation will be presented to the City Commission, based on lowest responsible and responsive bid which conforms to all requirements and whose evaluation by the City indicates to the City that the award will be in the best interest of the City. The City is the sole judge in evaluation considerations.
- (f) All Bidders will be notified in writing when the City Commission makes an award recommendation. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.

46. 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.

47. 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.

48. 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.

49. 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.

50. Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly

by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes as amended.

51. Environmental/Social Activism under Section 287.05701, Florida Statutes

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

52. Confidential Information; Generative Artificial Intelligence

Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the parties. The parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

53. Prohibition on Use of City Data for Model Training or Improvement

Vendor shall not use City data, derived data, or metadata to train, fine-tune, or otherwise improve models for any customer other than City, except as strictly necessary to provide the contractor services within City's dedicated environment.

54. Data Management, Data Ownership, and Data Security

- a. Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting. Contractor shall notify the City in writing of any actual or reasonably suspected unauthorized access to, or disclosure of data as soon as practicable, but in no event later than 72 hours after Contractor becomes aware of such data breach. Such notice shall include all information reasonably available at the time and shall be supplemented as additional information becomes known.
- b. Contractor acknowledges and agrees that all data, information, records, and materials, in any form or format, that Contractor accesses, receives, maintains, generates, or processes in connection with this Agreement are and shall remain the sole and exclusive property of the City. Contractor shall have no ownership or other proprietary interest in this data and is strictly prohibited from selling, reselling or otherwise commercializing any such data, information, records, or materials.

- c. Contractor shall implement, maintain, and enforce industry-standard administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of all data. At a minimum, such safeguards shall include:
 1. Encryption of data both at rest and in transit using current, industry-accepted cryptographic protocols;
 2. Enforcement of multi-factor authentication for all systems, applications, and user accounts with access to data; and
 3. Comprehensive audit logging sufficient to record, monitor, and retain system access, administrative activity, and data transactions.

Contractor shall maintain compliance, where applicable, with recognized security frameworks and standards, including but not limited to SOC 2, CJIS, and HIPAA, and shall provide documentation of such compliance upon request. All data stored, processed, and maintained in connection with this Agreement shall be located within the United States. Contractor shall not transfer, cause to be transferred, access, or permit access to data from outside the United States.

Contractor shall not engage any subcontractor or other third party to access, process, or store data without the prior written approval of the City. Contractor shall ensure that any approved subcontractor or third party bound by written agreements that impose data protection, confidentiality, and security obligations no less stringent than those set forth in this Agreement. Contractor shall remain fully responsible and liable for all acts and omissions of its subcontractors and third parties related to the data and performance under this Agreement.

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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

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).
- 2.6** This Agreement is subject to all applicable provisions of Florida law governing public construction contracts, including but not limited to §287.05702, Florida Statutes, as amended. Any provision of this Agreement determined to be void or unenforceable under applicable law shall be severed and shall not affect the validity of the remaining provisions. Nothing contained herein shall be construed as a waiver of Contractor's right to seek time or cost adjustments otherwise permitted under Florida law, provided Contractor strictly complies with all contractual notice and documentation requirements.

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

The Contractor/Vendor/Consultant shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek.

Neither Contractor/Vendor/Consultant 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/Vendor/Consultant 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.

Throughout the term of this Contract, Successful Contractor/Vendor/Consultant and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

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 \$100,000.00 each accident. The Contractor/Vendor/Consultant's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Contractor/Vendor/Consultant shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Contractor/Vendor/Consultant purchase a bond to cover the full amount of the deductible or self-insured retention.

Contractor/Vendor/Consultant who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and by entering in to and signing this agreement certify that, based on the number of employees, the Contractor/Vendor/Consultant is not required to carry Workers' Compensation insurance under Florida Law.

4.2 General Liability

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

4.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverages 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 Information Security/Cyber Liability Insurance

Contractor/Vendor/Consultant must provide the City with evidence of Information Security/Cyber Liability Insurance with, at a minimum, \$3,000,000.00 per occurrence written on a "Claims-Made" basis covering City, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Information Security/Cyber Liability Insurance shall include Internet Media Liability including cloud computing and mobile devices for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses and notification and credit monitoring expenses.

4.5 Professional Liability/Errors and Omissions Coverage

Professional services will be provided under this Agreement; therefore, the Contractor/Vendor/Consultant must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor/Vendor/Consultant's operations or premises, any person directly or indirectly employed by the Contractor/Vendor/Consultant, and the Contractor/Vendor/Consultant's obligations under indemnification under this contract.

Contractor/Vendor/Consultant acknowledges that the City is relying on the competence of the Contractor/Vendor/Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Contractor/Vendor/Consultant's negligent errors and omissions, Contractor/Vendor/Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

4.6 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.

4.7 Environmental Liability/ Pollution Remediation and Legal Liability

The Contractor/Vendor/Consultant shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The Contractor/Vendor/Consultant agrees the policy benefiting the City shall be maintained for a minimum three (3) year period following expiration of the Agreement.

4.8 General

- a) 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.
- b) 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.
- c) 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.
- d) 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
Procurement Division
4800 West Copans Road
Coconut Creek, Florida 33063
- e) The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
- f) If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Contractor/Vendor/Consultant is Successful Contractor, then prior to commencement of Contract, Contractor/Vendor/Consultant must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
- g) If Contractor/Vendor/Consultant is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized

corporate officer.

- h) No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

4.9 Insurance Company and Agent

All insurance policies herein required of the Contractor/Vendor/Consultant 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: Include with your bid response a copy of **any** current Certificate of Insurance.

4.10 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.

4.11 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 five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

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

- (a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain

public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.gov, 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 documented impact to the Project Schedule caused solely by the approved change in scope of work. A Change Order signed by the Contractor indicates his agreement therewith.

Failure of the City to respond to a Change Order proposal within any specified period shall not constitute approval.

6.2 Commission Approval Contingency

Notwithstanding any other provision herein, no Change Order shall be effective or binding unless executed by the City Manager within delegated authority limits or approved by the City Commission where required by the City Charter or Code of Ordinances.

- 6.3** 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. ***Contractor proceeds at its own risk if work is performed without written authorization.***

- 6.4** 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 ***within ten (10) days of execution of the Change Order.***

- 6.5** 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.

6.6 Delay Claims

Contractor shall be entitled to an extension of Contract Time for delays to the extent such delays are caused by the City and are not concurrent with delays caused by Contractor. If a delay is caused concurrently by the Contractor and the City, Contractor shall be entitled only to an equitable extension of time and shall not be entitled to monetary compensation for the period of concurrent delay. Contractor shall not be entitled to compensation for delays caused by acts of God, weather events, or other force majeure events beyond the control of the City. Any request for delay compensation or time extension shall be supported by a written time impact analysis demonstrating effect on the critical path of the Project Schedule. Nothing herein shall be construed as a waiver of Contractor's rights to seek damages where prohibited by applicable Florida law.

- 6.7** 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.

Nothing in this section shall relieve Contractor of its obligations under the remaining scope of Work.

6.8 No Constructive Approval

Failure of the City to approve, deny, or respond to a request for a Change Order within any specified period shall not constitute approval of such request, nor entitle Contractor to proceed with additional work without written authorization.

6.9 Appropriation; Delegated Authority

All Change Orders are subject to lawful appropriation of funds by the City Commission. Any Change Order that exceeds the City Manager's delegated authority or causes the total Contract Price to exceed applicable approval thresholds under the City Charter or Code shall require City Commission approval prior to execution and shall not be binding until approved.

6.10 Documentation of Cost of Work

Where compensation for a Change Order is determined on a Cost of Work or force account basis, Contractor shall submit daily itemized cost reports reflecting labor classifications, hours worked, material quantities, equipment usage, and related costs. Such reports shall be submitted contemporaneously and signed by the City's authorized representative. Failure to provide contemporaneous documentation shall constitute a waiver of such costs.

6.11 Audit of Change Order Costs

Contractor shall maintain complete and detailed records of all Change Order costs for a period of five (5) years following Final Completion. The City shall have the right to inspect, examine, and audit such records upon seventy-two (72) hours written notice.

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

7.1 Concurrent Delay

If a delay is caused concurrently by the Contractor and the City, Contractor shall be entitled only to an equitable extension of time and shall not be entitled to monetary compensation for the period of concurrent delay.

7.2 Delay Claim Documentation

Any request for adjustment of Contract Time shall be supported by a written time impact analysis demonstrating the effect of the alleged delay on the critical path of the Project Schedule. Failure to provide such documentation ***may result in denial*** constitute a waiver of the request for time extension.

Such time impact analysis shall be submitted within ten (10) days of the event giving rise to the claim unless extended in writing by the City.

7.3 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.

7.4 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.

Contractor acknowledges that ordinary weather conditions typical for Broward County shall not constitute grounds for time extension.

7.5 Liquidated Damages

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.

- 7.6** 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.

Failure to provide timely written notice shall bar the claim unless the City determines, in its sole discretion, that the City was not prejudiced by such failure.

- 7.7** 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 7.6. Such delays shall only include those as a result of natural and/or man-made disasters, epidemics, abnormal weather conditions, or acts of God.

Excusable delays shall be non-compensable unless otherwise expressly provided in this Agreement.

7.8 Compensable Delay

Except as otherwise prohibited by applicable Florida law, Contractor shall not be entitled to compensation for delays caused by events beyond the City's control, including acts of God, abnormal weather, or force majeure events. ***Contractor may seek compensation for delays solely caused by the active interference, fraud, or bad faith of the City, provided Contractor strictly complies with all notice and documentation requirements of this Agreement. Nothing herein shall be construed as a blanket waiver of delay damages where such waiver is unenforceable under Florida law.*** Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole remedy for delay.

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 five percent (5%) will be deducted from the monthly payment. 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.

9.6 Labor Harmony

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

9.7 Third Parties Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Agreement Subject to Funding

The award of this solicitation to any specific Proposer is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

9.9 Remedies

9.9.1 Damages

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

9.9.2 Correction of Work

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

9.10 Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

9.11 Prohibited Telecommunications Equipment

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

9.12 Severability; Waiver of Provisions

Any provision in this Solicitation, and any document that forms a material part of the agreement between the awarded proposer and the City, that is prohibited or unenforceable in any jurisdiction will, as to that 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 will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of the agreement.

9.13 Data Management; Data Security Standards

Proposer must agree to comply with the City's written demands regarding cooperation (and any applicable financial responsibilities) for timely data breach incident reporting, response activities/fact-gathering, public and other governmental agency notification requirements, severity level assessment, after-action reporting. Consistent with Sections 282.3185(5) & (6), and 501.171, Fla. Stats., as amended from time to time. And specifically in the context of data breaches that involve Protected Health Information pursuant to Health Insurance Portability and Accountability Act (HIPAA), Proposer must comply with all requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH); Section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 (GINA); and 45 C.F.R. Parts 160, 162 and 164 and Final Omnibus Rule eff. March 26, 2013). To ensure safety of personal data, Proposer must comply with the 2016 European Union's General Data Privacy Regulation (GDPR) that became effective in the European Union on May 25, 2018. For any system integration between the City's network systems and that of the Proposer, the Proposer hereby agrees to comply with ISO/IEC 27001 for its internal system, and any integration with the City's network and information technology systems.

9.14 WAIVER OF JURY TRIAL

BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO

WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.15 Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

ARTICLE 10 CONTRACT TERMINATION

10.1 City's Right to Terminate Contract – Cause

If the Contractor fails to begin the work within ten (10) calendar days from the Notice to Proceed date specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall fail to continue the prosecution of the work pursuant to the approved schedule, or if Contractor shall fail to perform any material term set forth in the contract documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Contract Administrator may give notice in writing to the Contractor and its surety (delivered by certified mail, return receipt requested) of such delay, neglect or default, specifying the same. If the Contractor, within a period of ten (10) calendar days after receipt of such notice fails to proceed and perform in a manner satisfactory to the Contract Administrator then the City may terminate the services of the Contractor by issuing Notice of Termination, exclude the Contractor from project site and take the prosecution of the work out of the hands of the Contractor, and appropriate or use any or all materials and equipment on the project site as may be suitable and acceptable. In such case, the Contractor shall not be entitled to receive any further payment until the project is completed. The City may enter into an agreement with another Contractor for the completion of the project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the project according to the terms and provisions of the Contract Documents. All damages, costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due to said Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall only be entitled to receive remuneration for the work satisfactorily completed notwithstanding the difference. If such costs exceed the unpaid balance, then the Contractor shall be liable and shall pay to the City the amount of said excess immediately upon City's demand of same.

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

City's Right to Terminate Contract – Convenience

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

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

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

10.2 Contractor's Right to Stop Work or Terminate Contract

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

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 building occupants of the City. The noise level shall be kept at reasonable 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 building 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. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
7. Allowances:
 - 7.1. Permit Fee Allowance Bid Item No. 07-14-26-10
 - A. Included in the TOTAL BASE BID AMOUNT is the sum of **(\$0.00)** for obtaining building 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.
 - 7.2. Owner's Contingency Allowance (Bid Item No. 07-14-26-10)
 - A. Included in the TOTAL BASE BID AMOUNT is the sum of **(\$0.00) for unforeseen conditions, owner directed modifications, and approved increases to contractor's scope of work.**
 - B. Payment under this allowance shall only be made for contingency change orders approved by the owner.

- C. Payment under this allowance shall be limited to the actual cost plus 5% profit for sub-contractor and 5% profit for General Contractor.

8. Sale and Use Tax Exemption for City Furnished Materials

During the course of this project, the City of Coconut Creek (hereinafter referred to as "City") may issue a change order or change orders to delete from the contract certain items that the City desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if City desires to issue such Change Order(s), Contractor will assist the City in identifying appropriate materials and equipment to be included in the Change Order(s), will execute such Change Order(s) and will participate in this tax savings program at no additional cost to the City. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

PROVISIONS GOVERNING STATE OF FLORIDA SALE AND USE TAX EXEMPTION FOR CITY FURNISHED MATERIALS:

Sales and Use Taxes: The City is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the (enter project name) _____ (hereinafter the "Project"). The City shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed to by the Contractor and agreed upon by the City in the form of a change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The Contractor shall include the price for all construction materials in its bid. The Contractor shall provide the City a list of all intended suppliers, vendors and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices and as provided below. The Contractor shall notify the City no later than **10 calendar days** after request by City of the requested materials and equipment to be purchased by the City for the Project.

- 1.1 The Contractor shall: (a) compile Contractor's and any Sub-Contractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Sub-Contractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the City's Representative: (b) prepare a requisition for such materials and equipment on the City's form of requisition: and (c) deliver any such requisition to the City's Representative no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the City's Representative shall forward the same to the City's Procurement Department. The City shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The City shall include with any such Purchase Order, a copy of the City's sales and use tax exemption certificate. The City shall make direct payment to the vendor from the City's account.

- 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the City shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the City in writing and the City shall reject such material and equipment.
- 1.3 The City shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below. The City shall maintain Builder's Risk Insurance for the full insurable value for all materials and equipment purchased as a result of the Owner Direct Purchasing Program herein. This coverage shall be in addition to all other coverage required in Section 1.11 below or as otherwise provided in these Construction Documents and Contract.
- 1.4 To the extent that materials and equipment are purchased pursuant to the City's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the City.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the City in accordance with this Supplemental Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Sub-Contractors or other party. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the City in accordance with this Supplemental Condition (the "City Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as City Furnished Materials are furnished to the Site in accordance with this Supplemental Condition. The Contractor shall assure that each delivery of the City Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the City may require. The Contractor shall deliver to the City's Representative all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for City Furnished Materials, the City's Representative shall accept such materials and deliver such invoice to the City for payment directly to the vendor.
- 1.7 The Contractor shall inspect all City Furnished Materials to determine that such City Furnished Materials conform to the Contract Documents, including the Drawings and the Plans and Specifications, and to determine prior to incorporation into the Work whether any such City Furnished Materials are patently defective, and whether such City Furnished Materials are identical to the materials ordered and match the description of the bill of lading

and the Purchase Order. If Contractor discovers defective or non-conforming City Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Sub-Contractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the City's Representative, in writing, of the defective or non-conforming condition so that repair or replacement of those City Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming City Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

- 1.8 The Contractor shall maintain written and detailed records of all City Furnished Materials incorporated into the Work from the stock of City Furnished Materials. The Contractor shall account monthly to the City's Representative and City for any City Furnished Materials delivered to the Site, indicating which City Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all City Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the City to the Contractor for resolution with the appropriate vendor, supplier or Sub-Contractor. The Contractor warrants represents and covenants that it shall be responsible for all warranties and guarantees of the City Furnished Materials.
- 1.10 After the City takes possession of the City Furnished Materials at the Site, possession of the City's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of City Furnished Materials from the City to the Contractor shall constitute a bailment for the mutual benefit of the City and such Contractor. The City shall be considered the bailor and such Contractor the bailee of the City Furnished Materials. City Furnished Materials shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project and they are accepted in writing by the City upon final completion and acceptance of the Project by the City.
- 1.11 The Contractor shall purchase and maintain builder's risk insurance sufficient to protect against loss of or damage to City Furnished Materials. Such insurance shall cover the full value of any City Furnished Materials between the time the City and or Contractor or its agents first takes title to and possession of any of such City Furnished Materials until final completion of the Work. The Contractor shall also maintain any other insurance with such deductible amounts that the City's Risk Manager deems necessary as it relates to the City Furnished Materials.
- 1.12 The City shall not be liable for any interruption or delay damages in the Project by virtue of ordering the City Furnished Materials, for any defects or other problems with the Project by virtue of ordering the City Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the City Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of City Furnished Materials delivered to the Site during the prior month and either concur or object to the City's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the City Furnished Materials for which payment has not been made were either non-conforming or defective.

- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the City's Representative a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt of the appropriate documentation, the City shall prepare a check payable to the vendor based upon the receipt of data provided. The City may elect to issue payment via purchase card. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the City to immediately obtain partial or final release of waivers as appropriate. The City shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the City by the City's Construction Project Manager. There shall be no retention on City Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 1.15 The Contractor and or the City may, in its or their reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the City. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the City and the Contractor as additional obligees.

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REQUIRED FORMS

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

WWW.COCONUTCREEK.GOV/PROCUREMENT

SECTION IV REQUIRED FORMS

BID REQUIREMENTS CHECKLIST

Bidder has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Invitation for Bids. Bidder shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Section E: Bid Sheets and Bid Schedule	☐	☐
Section F: Bid Bond	☐	☐
Section G: Non-Collusive Affidavit	☐	☐
Section H: Sworn Statement on Public Entity Crimes	☐	☐
Section I: Drug-Free Workplace Form	☐	☐
Section J: Indemnification Clause	☐	☐
Section K: Bidder's Qualification Statement	☐	☐
Section L: Certified Resolution	☐	☐
Section M: Florida (Non-Florida) Corporations	☐	☐
Section N: References	☐	☐
Section O: Acknowledgement of Conformance with O.S.H.A. Standards	☐	☐
Section P: Bidder's Affidavit in Compliance with Florida Trench Safety Act	☐	☐
Section Q: Scrutinized Companies Certification	☐	☐
Section R: E-Verify Form	☐	☐
Section S: Human Trafficking	☐	☐
Financials	☐	☐
Certificate of Insurance	☐	☐
Business Tax Receipt	☐	☐
Copies of Valid Licenses	☐	☐

SECTION E

BID SHEETS

PROJECT NAME: Police Department Kennel
PROJECT NO.: IFB No. 07-14-26-10

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 Procurement Compliance Administrator written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution by the Procurement Compliance Administrator 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:

Lump Sum \$_____

Lump Sum (Written)

5. Bidder agrees that the work will be completed within 180 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 _____,

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.

[illegible]

CITY OF COCONUT CREEK
Police Department Kennel
IFB NO. 07-14-26-10

BID SCHEDULE

NOTES:

1. All bid prices shall be inclusive of all labor, equipment, material, all incidentals 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, or for the quantities listed for the applicable line item on the Bid Schedule.
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 electronic prices, the electronic prices shall prevail.
5. Where the quantities in the Bid Schedule line items vary from the quantities shown on the plans, the quantities in the Bid Schedule shall apply. The City reserves the right to increase/decrease the quantities as needed to serve the intent of the project without any claim for losses by the Contractor.

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

<https://coconutcreek.ionwave.net>

Item#	Description	Unit	Estimated Quantity	Price	Extended Price
	Concrete				
1.	Vapor & Radon Retarder Membranes (Under Slab)	SF		\$	
2.	Concrete Forming, Reinforcing, Casting-in-Place, Finishing	SF			
3.	Joint Sealants	LF			
	Masonry				
4.	Concrete Masonry Unit	SF		\$	
	Wood, Plastics, and Composites				
5.	Rough Carpentry	LS		\$	
6.	Wood Framing & Trusses	LS			
	Thermal and Moisture Protection				
7.	Thermal Insulation & Foamed-In-Place Insulation	LS			
8.	Standing Seam Metal Roof, Flashing, and Sheet Metal	LS			
9.	Manufactured Gutters and Downspouts	LF			
10.	Joint Sealants	LF		\$	

	Openings				
11.	Door Hardware	SET		\$	
12.	Hollow Metal Doors	EA			
13.	Metal Windows - Impact Rated	EA			
	Finishes				
14.	Cement Stucco	SF		\$	
15.	Acoustical Ceilings	SF			
16.	Flooring, Flooring Prep, Wall Base	LS			
17.	Painting and Coating	LS			
	Specialties				
18.	Fire Protection Specialties - Fire Extinguishers	EA		\$	
19.	Shelving	LS			
	Equipment				
20.	Veterinary Equipment & Accessories	LS		\$	
	Plumbing				
21.	Plumbing	LS		\$	
	Heating, Venting & AC				
22.	Heating, Venting & AC	LS		\$	
	Electrical				
23.	Electrical	LS		\$	
	Electronic Safety and Security				
24.	Access Control	LS		\$	
	Earthwork				
25.	Earthwork	LS		\$	
26.	Grading	CY			
27.	Soil Treatment	SF			
	Exterior Improvements				
28.	Chain Link Fences and Gates	LS		\$	
	Clean-up and Miscellaneous Work				
29.	General cleaning	LS		\$	
	Subtotal				\$
	Total Police Department Kennel				\$
30.	Mobilization - Demobilization	EA			
31.	General Requirements	LS			
Total Amount Lump Sum (Lines 1 through 31)					\$

PAYMENT METHODS

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.

EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

PAPER CHECK

Paper checks can also be processed by the City for vendor payments.

Completion Time: 150 Calendar Days

Work shall be commenced in accordance with the Agreement date and shall be completed within 150 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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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:

Police Department Kennel
IFB NO. 07-14-26-10

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.,

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 _____,
, 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 IFB No. 07-14-26-10 for Police Department Kennel.
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 as amended from

time to time, 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, Florida Statutes as amended from time to time.
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 _____,
20____, 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. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Contractor's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledge before me this _____ day of _____,
, 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:

- 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.

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?

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

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:

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.

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

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

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.

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

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 _____,

(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 as amended from time to time, **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 depositaries 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 the Police Department Kennel, IFB No. 07-14-26-10, 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 as amended from time to time). 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:_____, .

Name of Affiant

SWORN to and subscribed before me this ____ day of _____, .

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

SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725 FLORIDA STATUTES

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

SECTION R

E-VERIFY FORM

Project Name:	Police Department Kennel
Project No.:	IFB No. 07-14-26-10

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

SECTION S
HUMAN TRAFFICKING

When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

_____ does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

EXHIBITS

EXHIBIT "A"

AGREEMENT

between

THE CITY OF COCONUT CREEK

and

CONTRACTOR NAME

for

Police Department Kennel

IFB NO. 07-14-26-10

THIS AGREEMENT is made and entered into this _____ day of _____, 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") to work on the Police Department Kennel as specified in IFB No.07-14-26-10.

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 IFB No. 07-14-26-10, 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 IFB No.07-14-26-10, 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 IFB No. 07-14-26-10. 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 shall reduce the retainage to five percent (5%) after successful completion of fifty percent (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

7) 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 or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

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, gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

11) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue

Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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) 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.

15) Choice of Law and Venue

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District

Court or United States Bankruptcy Court for the Southern District of Florida.

16) 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.

17) 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.

18) 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.

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:

Sheila N. Rose , City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

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 _____, .

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

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor with principal offices located at _____ and primary phone number listed as _____, and _____, as Surety, are bound to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars and _____ Cents (\$_____) 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 Police Department Kennel, IFB No. 07-14-26-10, awarded the _____ day of _____, 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 _____, .

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., .

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., _____.

CONTRACTOR _____ (SEAL)
Corporate Signature

APPROVED:

By _____

Title: _____

CONTRACTOR _____ (SEAL)
Individual or Partnership

Two Witnesses for Above:

_____ (SEAL)

EXHIBIT "C"

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor with principal offices located at _____, and primary phone number listed as _____ and _____, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars _____ Cents (\$_____) 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 Police Department Kennel, IFB No. 07-14-26-10, awarded the _____ day of _____, _____, 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 as amended from time to time, 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 as amended from time to time.

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 _____, .

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 TO AWARD

Date

CERTIFIED RETURN RECEIPT REQUESTED

Company Information

Re: Notice of Intent to Award
Police Department Kennel, IFB No. 07-14-26-10

Dear :

Please be advised that City staff and the Director of 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 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 954-956-1524.

Sincerely,

Carlos Marmolejos
Procurement Operations Supervisor
cmarmolejos@coconutcreek.gov
Enclosures

cc: Todd Edge, Senior Project Manager

EXHIBIT "E"

NOTICE TO PROCEED

TO: _____

DATE: _____

Project Description: City of Coconut Creek for the Police Department Kennel, IFB No. 07-14-26-10 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 _____ 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 _____.

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 _____

Rev. 08-09-07 (S.Recording)

EXHIBIT "G"

CHANGE ORDER NO.

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

Project Name: Police Department Kennel
IFB No. 07-10-26-10

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:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
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 _____
Finance Director

RECOMMENDED

By _____ Date _____
Department 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 _____, .

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
_____, 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)