

**I. DESCRIPTION**

City of Coconut Creek, hereinafter referred to as CITY, will receive sealed Letters of Interest in response to this Request for Letters of Interest (LOI) together with the Qualifications Statements and the information and documents required and as referenced herein and any other information relative to the experience, expertise or proficiency of the Proposer, to City of Coconut Creek, 4800 West Copans Road, Coconut Creek, FL 33063, Attention: Procurement Operations Supervisor, for furnishing the services described below:

**CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION OF FIRE STATION 113  
AND FIRE ADMINISTRATION BUILDING**

Responses to this LOI must be clearly marked "LOI: CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION OF FIRE STATION 113 AND FIRE ADMINISTRATION BUILDING" and must be received by the Procurement Operations Supervisor through the CITY'S e-Bid system no later than 10:00 AM ET on November 18, 2025. A public opening will take place at the Government Center for the City of Coconut Creek. Any responses to this Request for Letters of Interest received after 10:00 AM ET on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Letter of Interest is received will be resolved against the Proposer.

A Cone of Silence is in effect with respect to this LOI. The Cone of Silence prohibits certain communications between potential Respondents and/or Contractors and the CITY. All communication regarding this LOI shall be directed to Carlos Marmolejos, Procurement Operations Supervisor at (954) 956-1524.

Proposer must be registered on the CITY'S eBid System in order to respond to this LOI. A complete LOI document may be downloaded for free from the eBid System as a pdf at: [www.coconutcreek.gov/procurement](http://www.coconutcreek.gov/procurement). The CITY is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System.

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

A non-mandatory pre-proposal meeting will be held at the Government Center. Proposers or their representative(s) are strongly urged to attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding proposal requirements. Questions regarding the site and scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

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.

The non-mandatory Pre-Proposal meeting will be held on October 29, 2025 at 10:00 AM ET at the Coconut Creek Government Center, 4800 West Copans Road, Coconut Creek, Florida 33063. The purpose of the Pre-Proposal Meeting is to discuss the contents of this LOI and Proposer's inquiries.

The CITY reserves the right to reject any or all responses to this Request for Letters of Interest, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the CITY.

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

## **II. DEFINED TERMS**

Terms used in this Contract document are defined and have the meaning assigned to them. The CITY will use the following definitions in its general terms and conditions, special terms and 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, LOI, RFP or RFQ, Bid or Proposal; Bidder, Proposer, Vendor Seller, Contractor, or Contract.

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

**Bidder:** Person or firm submitting 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.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) 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 should be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The CITY will designate a Contract Administrator whose principle duties should be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the CITY.

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

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** When the CITY is requesting proposals from qualified Proposers.

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

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

**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.

**Vendor:** Entity registered with the state to provide commodities or contractual services under Chapter 287, Florida Statutes.

### III. REQUEST OF LOI PROCEDURE

A. Pursuant to the Request for Letter of Interest (LOI), CITY is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the proposed project. Responses to this LOI will be evaluated by a Selection/Negotiation Committee appointed by the Procurement Operations Supervisor in accordance with the list of evaluation criteria attached to this LOI, and the terms of this LOI. Firms and entities which do not provide the information requested or which failed to meet the minimum qualification criteria may be disqualified from further consideration. Selection of a firm shall be in accordance with this LOI, the procedures of Section 287.055, Florida Statutes, and the City of Coconut Creek Purchasing Policies.

Completed responses shall be submitted through the CITY'S e-Bid system and include the Qualifications Form and the response. Responses submitted through CITY'S e-Bid system shall positively identify the Proposer and clearly mark "LOI: Construction Manager at Risk for the Construction of Fire Station 113 and Fire Administration Building".

B. After review of all submissions, the selection/negotiation committee will shortlist the firms and may require presentations by no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services. The Committee shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the

Committee shall consider such factors as: the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms, and such other factors as may be required by Section 287.055, Florida Statutes. After firms are qualified and shortlisted, those firms will be notified by letter, and advised of date, time, and location of formal presentations, if required. The committee will vote on a final ranking after the presentations. Each voting member of the selection/negotiation committee will indicate their choice of firms for final ranking in accordance with the terms of this LOI. The Committee shall enter into negotiations with the top ranked firm for professional services at compensation which the Committee determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When agreement is reached between the Committee and the selected firm, the City Attorney's Office shall prepare a final contract, based upon the draft agreements attached. Should the Committee and the firm considered to be most qualified not reach agreement, the negotiations shall be formally terminated before, at the Committee's sole discretion, negotiations begin with the second most qualified firm. Upon completion of successful negotiations, a recommendation of award of contract will then be presented to the CITY Commission. As the best interest of the CITY may require, the right is reserved to reject any and all responses, or waive any minor irregularity or technicality in responses received.

#### C. CONE OF SILENCE

- 1) "Cone of Silence" means a prohibition on any communication regarding this Request for Letters of Interest, or other formal 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-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Operations Supervisor to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Operations Supervisor 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.

- 2) The Cone of Silence shall be applicable to this Request for Letters of Interest, or other formal competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Operations Supervisor shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

- 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.
- 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 LOI or other formal competitive solicitation documents as the procurement official;

Any violation of this rule shall be investigated by the Procurement Operations Supervisor and the City Attorney's Office with a recommendation to 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, LOI, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor and/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.

#### D. PROTEST PROCESS

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Operations Supervisor 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 timeframe specified herein shall constitute a full waiver of all rights to protest the CITY'S decision regarding the award.

- 1) Only a proposer whose proposal is timely received and fully complies with all terms and conditions of the bid may protest an award.
- 2) 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.
- 3) 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.

- 4) 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 Procurement Operations Supervisor, 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.

## **IV. STATEMENT OF THE WORK**

### **A. SCOPE OF SERVICES**

The CITY seeks to retain a Construction Manager at Risk (CMAR) to provide construction and other related services required for the Construction of Fire Station 113 and Fire Administration Building to be located within the CITY'S "MainStreet" development area.

#### **1) INTENT**

The CITY invites qualified firms to submit proposals CMAR services with a Guaranteed Maximum Price ("GMP") of Fire Station 113 and Fire Administration Building. The Construction Manager ("CM") should have experience in constructing Fire Stations and in working with experienced design professionals.

#### **2) INTRODUCTION**

This project involves the creation of Pre Construction Phase and Construction Phase Services plans for a new Fire Station 113 and Fire Administration Building with a data center on a vacant heavily vegetated city owned parcel of land located within the CITY'S "MainStreet" development area. It is anticipated that the proposed fire station/administration building will be a two (2)-story building with four (4) apparatus bays and be approximately 25,000+- square feet in size. The building and site plan shall minimize the width of the property required to maximize the remaining land available for future needs. The building shall be constructed to provide Hurricane Category 5 wind protection and shall achieve the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Silver Certification or equivalent rating from another sustainability related program. The intent of the MainStreet District is to provide for the development of a sustainable, mixed-use downtown CITY environment that embodies

the uniqueness of Coconut Creek. Fundamental to the district are the development of a pedestrian oriented, mixed-use community organized around substantial, centralized and contiguous recreational open space, compact land development, flexibility in use and design, and sustainable building and planning techniques. The MainStreet Design Standards (MSDS) serve as an overall design and development framework for future projects including but not limited to, open space requirements, "green" building certification requirements, overall buildable area, building heights, setbacks or build-to lines, pedestrian spaces, photometrics, landscaping, etc.

One Proposer will be selected to manage and oversee construction of the project. The Awarded Proposer will work closely with the design team to commence improvements to the facilities.

The Awarded Proposer will serve as the CM responsible for executing all tasks required to construct the improvements in a successful and timely manner. Awarded Proposer will provide limited pre-construction, cost evaluation and design input and include construction phase services being responsible for construction of the Project pursuant to a GMP contract. Specific tasks include, but are not limited to, pre-construction support, permitting, demolition, new building construction, utility relocation and interior furnishings.

### **3) SCOPE OF WORK**

The selected CM shall provide pre-construction phase services and construction phase services, which shall include, but not be limited to, performing construction cost estimating and constructability review services, providing value engineering analysis, managing the project schedule and performing construction services. The CM must be licensed to practice as a general contractor in the State of Florida pursuant to Chapter 489 Florida Statutes and the Florida Construction Industry Licensing Board by the submittal date for proposals.

The CMAR contract ("Contract") shall consist of a Pre-construction Phase and a Construction Phase. The Pre-construction Phase, for which the CM will be paid a fixed fee, will include value engineering, constructability analysis, development of cost models, estimating, and the development of a GMP on or before the completion of the 100% construction documents by the design consultants. If the CITY approves the GMP, the Construction Phase will be implemented. The CM may self-perform up to thirty percent (30%) of the cost of construction.

The self-performed work shall be competitively bid along with the subcontractors in accordance with the Contract.

The Scope of Work as identified herein is intended to provide the Proposer with an outline of anticipated services required. The Awarded Proposer will function as a Construction Manager at Risk responsible for publicly bidding Subcontracts, scheduling and coordination, and the successful, timely and economical completion of the projects. The Awarded Proposer will provide preconstruction and construction services and will be responsible for constructing the project pursuant to a guaranteed maximum price.

- (a) The project will consist of all construction elements required to perform services as per the plans and construction documents to be prepared by an Architectural and Engineering firm ("Consultant") to be selected by the CITY for preconstruction and construction of Fire Station 113 and Fire Administration Building, including but not limited to, the following:
  - i. Permitting
  - ii. Cost Estimating
  - iii. Demolition and site work
  - iv. Interior renovations, to include finishes and furniture
  - v. New construction
  - vi. Underground utility relocation
  - vii. Structural Work
  - viii. Civil Infrastructure
  - ix. Mechanical, electrical (to include low voltage) and plumbing systems
  - x. Fire suppression and monitoring
  - xi. Security and information technology
  - xii. Sustainable infrastructure
  - xiii. Fencing
  - xiv. Lighting
  - xv. Landscaping

- (b) The CMAR firm will be selected for the entire project but will be issued phased work authorizations based on available funding.

At the completion of each phase, an amendment or subsequent contract may be written for the services required in the subsequent phase to proceed with the Project.

These activities will include comment on design, value engineering, estimating the project with unit-type estimates at the end of the Schematic Design, Design Development and Construction Document Phases, influence of the methods and sequencing of the construction phase, and receiving subcontract bidding. At the conclusion of the preconstruction services, the CITY intends to negotiate the contract for the construction phase services (a draft of this contract is attached.) Upon completion of preconstruction activities and division bidding, the CMAR will submit a GMP and a guaranteed completion date for the CITY's review and approval. If the City and CMAR are unable to agree upon a GMP and guaranteed completion date, then the contract will be terminated, and the CITY may issue a new advertisement for the construction phase services. Should a re-advertisement become necessary, the CITY reserves the right to select the procurement method, which may be by LOI, RFP or ITB, and in the CITY's sole discretion.

- (c) It is the intention of the CITY to initially enter into a contract with the selected CMAR that will, initially, be for preconstruction activities only. Within one week of receiving subcontract bidding, the CMAR will submit a GMP and a guaranteed completion date for the CITY's review and approval. The acceptance of the CMAR GMP will constitute completion of preconstruction activities.

- (d) In general, services are anticipated to include:

- i. Consult with, advise, assist and provide recommendation on all aspects of the planning and design of the work.
- ii. Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality building within the budget and schedule.
- iii. Review in-progress design documents and provide input and advise on construction feasibility, alternative materials, and availability of materials and equipment. Review completed design documents and suggest modifications to improve completeness and clarity.
- iv. Provide input regarding the current construction market bidding climate, status of key subcontract markets, etc. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues.
- v. Develop and continuously monitor the project critical path method schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the project in the most expeditious manner possible, while addressing and meeting schedule requirements.
- vi. Prepare construction cost estimates for the project at appropriate times throughout the design phases of the work. Notify the CITY and design team immediately if their construction cost estimates appear to be exceeding the construction budget. Services shall include estimating the project with unit-type estimates at the end of Design Development and 50% and 100% of Construction Document Phases.
- vii. Work with the CITY and Engineer(s) of Record to maximize energy efficiency in the project.
- viii. Within one week of receiving subcontract bidding, furnish a GMP and a guaranteed completion date in accordance with the contract for review and approval. In the event that the CMAR is unable to furnish a GMP within the CITY's budget, the CITY retains the sole option to terminate the contract.

**(e) CONSTRUCTION MANAGER**

The selected Construction Manager (CM) will be responsible for key pre-construction and construction phase services, including cost estimation, scheduling, and subcontractor coordination. The CM services shall consist of two (2) main parts as detailed in the Sample Contracts. This project consists of a pre-construction phase and a construction phase with separate Notices to Proceed issued for each phase. At the completion of each phase, a subsequent contract may be written for the services required in the subsequent phase to proceed with the Project.

**(f) PROJECT DESCRIPTIONS**

The Scope of Work may include comment on design, value engineering, estimating the project with unit-type estimates at the end of the Schematic Design, Design Development and Construction Document Phases, influence of the methods and sequencing of the construction phase, and receiving subcontract bidding. At the conclusion of the preconstruction services, the CITY intends to negotiate the contract for the construction phase services (a draft of this contract is attached.) Upon completion of preconstruction activities and division bidding, the CM will submit a GMP and a guaranteed completion date for the CITY's review and approval. If the CITY and CM are unable to agree upon a GMP and guaranteed completion date,

then the contract will be terminated, and the CITY may issue a new advertisement for the construction phase services. Should a re-advertisement become necessary, the CITY reserves the right to select the procurement method, which may be by LOI, RFP, or ITB, and in the CITY's sole discretion.

## **PHASE I**

In order to determine the schedule and scope of services for Phase I of the project, the following outline is provided. The estimated duration of Phase I is twelve (12) months.

### **Task I PRE-CONSTRUCTION PROGRESS MEETINGS**

The scope includes bi-weekly team progress meetings attended by CONTRACTOR, as well as design professionals, (Currie, Sowards, Aguila Architects, LLC, - "Design Team"), CITY and others as requested. Design Team shall provide agendas and produce meeting notes from each meeting documenting the issues of the project, assigning responsibility for issue resolution and tracking the timelines for issue resolution. Estimated twenty-four (24) meetings are required.

### **Task II SCHEDULING**

Based on the best available information, Contractor will develop a master Pre-Construction & Construction Phase bar chart schedule incorporating schematic design, design development, permitting, plan review, guaranteed maximum price preparation, submittal review and approval, long lead item identification and procurement. Design Team will identify required permits. The Pre-Construction schedule will include summary activities for construction of the key project elements. The schedule shall be presented to the CITY for review and comment bi-weekly until established, and shall be updated bi-weekly thereafter to track Pre-Construction progress and for inclusion in the GMP.

### **Task III CONSTRUCTABILITY REVIEW**

The scope includes review of the plans as provided by the Design Team. The review shall report to the CITY as to any design criteria which may present considerable constructability challenges. This scope also will assist the Design Team in any plan modifications and re-design.

### **Task IV COST ESTIMATING**

#### **A. Initial Opinion of Probable Cost:**

This scope includes the preparation and presentation of the initial opinion of probable cost. Work entails review of the plans provided, quantity surveys. Review with the CITY and design team to discuss final design intent, details not yet addressed and potential construction scope gaps which may not yet be addressed at the current design level. The initial opinion of probable cost may be developed from Contractor's in-house cost history and will carry an appropriate contingency line item.

#### **B. Intermediate Cost Estimate:**

The scope of work shall include a review of updated plans as provided by the design team. The review shall advise the CITY as to substantive changes from the initial opinion of probable cost which may materially affect budget or time. This review shall also report to the CITY as to any design criteria which may present considerable constructability challenges.

### **Task V VALUE ENGINEERING**

The scope includes offering cost saving alternates to items shown on the design documents, and evaluating the cost and schedule impact of various alternates, whether proposed by the Contractor or other team members.

### **Task VI GMP 90% Plans**

The scope consists of the Contractor preparing the guaranteed maximum price and the final construction budget based on the construction documents provided by the design team at 90% Construction Drawings. The GMP shall consist of a detailed line item quantity survey for all major items of work to be performed. Those project scope of work items that 90% plans were not yet developed for, may be included in the GMP as Allowance items, or may be added to the contract at a future date by change order, as we may mutually agree. Contractor's general conditions shall be detailed as well as the construction phase fee, insurance and bonds. The GMP shall also include the Contingency. The aforementioned information shall be presented to the CITY along with all supporting documentation for review and approval. This agreed upon document shall become the basis of the construction services phase of the project and shall conclude the pre-construction services phase of the project.

### **Task VII PREQUALIFICATION OF SUBCONTRACTORS**

Contractor will host one (1) local subcontractor outreach session for local businesses where the scope of the project will be discussed and prequalification forms will be distributed. The bidders list will also include subcontractors from Contractor's list of past projects. Before issuing a bid package-to prequalified bidders, the list of bidders will be reviewed with the CITY's Project Manager.

## **4) PROJECT MANAGEMENT**

### **(a) GMP and Change Management**

#### **i. Preparation of GMP**

The CM shall be responsible for preparing individual bids from subcontractors, suppliers, and other sources as necessary to establish the GMP.

#### **ii. Changes Outside GMP**

For any additional services requested by the CITY that are outside the scope of the approved GMP, the CM shall obtain CITY approval for any change order or service exceeding \$49,999.99. All quotes shall be made available to the CITY upon request.

#### **iii. City Approval**

No change order or additional service shall proceed without the CITY'S prior written approval. The CITY reserves the right to reject any or all quotes and to require resubmission where deemed in the CITY'S best interest.

**iv. Compliance with Local, State, and Federal Requirements**

The CM shall ensure that all solicitations comply with applicable local, state, and federal laws.

**5) COST CONTROL AND GMP**

- (a) The CM will work under a GMP for their project. The GMP will be based on the final pre-construction cost estimate and will include contractor fees, overhead, and contingencies.
- (b) The CM shall maintain detailed cost tracking for the project, ensuring the CITY is informed of any cost overruns or savings.

**6) PROJECT CLOSEOUT**

- (a) Provide post-construction services, including final inspections, project closeout documentation, as-built drawings, and warranty management.
- (b) Ensure all deliverables, including punch lists, are completed before final payments are released.

**7) INSTRUCTIONS TO PROPOSERS**

This LOI outlines the guidelines for submitting proposals in response to this solicitation for CMAR services for the construction of Fire Station 113 and Fire Administration Building. The LOI seeks submissions from firms with demonstrated experience and qualifications in providing the specified Scope of Services.

**8) POINT OF CONTACT**

To ensure fair consideration for all Proposers, the CITY prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Operations Supervisor. For Information concerning procedures for responding to this solicitation, and to register to the CITY'S eBid system contact Carlos Marmolejos, Procurement Operations Supervisor, at 954-956-1524 or email at [cmarmolejos@coconutcreek.gov](mailto:cmarmolejos@coconutcreek.gov).

For all other questions and request for information that would or would not materially affect the Scope of Services to be performed of the specifications, or for clarification please utilize the "Questions" tab through the CITY'S eBid System platform (<https://coconutcreek.ionwave.net>). Questions must be received prior to the cut-off date and time specified in the LOI Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the CITY and uploaded to the eBid System as a separate addendum to the LOI.

The CITY shall not be responsible for oral interpretations given by any CITY employee or its representative.

## 9) 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
<b>LOI Available</b>	October 19, 2025
<b>Non-Mandatory Pre-Proposal Meeting</b>	October 29, 2025 at 10:00 AM ET
<b>Last Date of Receipt of Questions</b>	November 5, 2025 at 4:00 PM ET
<b>Publish Answers to Questions</b>	November 6, 2025
<b>Addendum Release (if required)</b>	November 10, 2025
<b>Proposals Due</b>	November 18, 2025 at 10:00 AM ET
<b>Compliance Review</b>	November 19-26, 2025
<b>Selection Committee Evaluations/Short List</b>	December 3, 2025
<b>Oral Interviews/Selection of 1<sup>st</sup> Ranked Proposer</b>	December 10, 2025
<b>Contract Negotiations with 1<sup>st</sup> Ranked Proposer</b>	December 17, 2025
<b>Commission Award of Contract</b>	January 8, 2026

## 10) NON-MANDATORY PREPROPOSAL MEETING

All Proposers or their representatives are strongly urged to attend the pre-proposal meeting and site inspection. This information session presents an opportunity for the Proposer to clarify any concerns regarding the LOI requirements. Questions regarding the site and scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting and site inspection is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting or visited the site. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

## 11) MINIMUM QUALIFICATION REQUIREMENTS

### (a) SCOPE OF SERVICES PROPOSED

Clearly describe the ability to perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal.

### (b) FIRM QUALIFICATIONS

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the

proposed project. The proposal must also identify the contact person and telephone number.

The Construction Manager (CM) shall possess a minimum of five (5) years of construction experience and shall have successfully completed the construction of at least two (2) fire stations within the past five (5) years. Additionally, the CM must have completed at least (3) CMAR projects with a GMP within the past five (5) years.

The Proposer must also be prepared to submit on the CITY'S request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

## **12) PROPOSAL FORMAT**

The proposal shall contain four (4) sections:

### **SECTION 1: QUALIFICATIONS AND EXPERIENCE**

- A. Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- B. Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- C. Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- D. Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support any claim of excellence.
- E. Experience with management of complex, multiple-contract projects. Also indicate for each project whether the proposing firm acted as General Contractor or Construction Manager.
- F. Financial stability. Ability to bond the full amount of the project as evidenced by a letter from the bonding company and the ability to secure the necessary level of insurance.
- G. Ability to work cooperatively with the CITY, Engineer(s) of Record, and anticipated subcontractors as demonstrated by references and successful projects.
- H. State of the art computerized scheduling tools and a working knowledge of their operation.
- I. Present and projected work loads.
- J. Past and current work in the local area.
- K. Experience and understanding regarding local subcontractors and bidding conditions. Explain how your firm stays current with the construction costs and bidding conditions of this area.
- L. Describe the process you will use to manage change orders and claims. Identify three recent projects of similar size and scope. Provide information showing the number and value of change orders, claims, and time extensions. Provide the names and telephone numbers of the CITY's representatives and architectural project leaders for the three projects.
- M. Value Engineering: Describe your firm's methodology and experience with Value Engineering.

N. Special Qualifications: Describe what unique or extraordinary skills or qualifications your firm brings to this specific project. How would the selection of your firm add value to the project?

**NOTE:** The Proposer must also be prepared to submit on the CITY'S request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

## **SECTION 2: RESOURCES AND AVAILABILITY**

- A. Describe the firm's management plan to be used, staffing configuration and safety protocols.
- B. Provide information about the equipment and services at the firm's disposal.
- C. Provide the location of the office that will be utilized for the management of the project.

## **SECTION 3: PROJECT APPROACH**

Describe the firm's approach to the overall management of costs, schedules, payments, submittals, and other related activities including any software that the firm utilizes.

## **SECTION 4: REFERENCES**

- A. Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past five (5) years, at least two (2) of which are governmental entities. For each client reference include:
  - B. Project name and location
  - C. Scope of services provided
  - D. Cost of project
  - E. Contact person, title, business address, telephone and email address
  - F. Start and completion date of the contract

## **13) COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

## **14) PROPOSAL SUBMISSION AND WITHDRAWAL**

- A. The City of Coconut Creek shall not be held responsible for the content of an LOI package obtained from any third-party source nor will the CITY be responsible for providing addenda to potential Proposers who receive an LOI package from other sources than the City of Coconut Creek eBid System.
- B. In preparing your proposal Proposer should assume that the CITY has no previous knowledge of your product, services or capabilities.
- C. All proposals received from Proposers in response to this LOI will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

- D. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The CITY will determine which Proposers are "responsible and responsive".
- E. Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- F. Proposer shall use the electronic eBid System (<https://coconutcreek.ionwave.net>) to submit a response. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.
- G. The maximum file size is 100 MB, however, that maximum applies to each file, not the proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- H. The CITY shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the CITY'S electronic eBid System.
- I. Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- J. In order to submit the proposal electronically: (1) the Proposer is expected to examine the LOI and all related documents in its entirety; (2) Proposer shall furnish the information required by this LOI and complete all required forms; (3) an individual authorized to contractually bind the Proposer must sign all required forms; (4) the entire Proposal and all signed LOI forms must be scanned to PDF format; and (5) the Proposer shall upload the scanned response and signed LOI forms to the City's eBid System.
- K. Proposers should provide, at a minimum, a statement including any comments or exceptions to the sample Phase I and Phase II Contracts, attached to this document as Attachment "A" and "B".
- L. Proposer'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, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation. The submittal of a proposal by a Proposer will be considered by the CITY as constituting an offer by the Proposer to perform the required services at the stated prices.
- M. Proposer shall use and submit any applicable or required forms provided by the CITY and attach same to their response. Failure to use the forms provided by the CITY may cause the Proposal to be rejected and deemed nonresponsive.
- N. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the Proposal does in fact have the required authority to bind the business entity.
- O. All responses will become the property of the City of Coconut Creek. In the event of Contract award, all products produced as part of the Contract shall become the exclusive property of the CITY.

- P. Electronic submissions of a Proposal are only permitted to be uploaded prior to the due date and time noted herein. Any attempt to upload a late proposal at or after the time stated in the eBid System will be automatically be rejected by the eBid System.
- Q. Proposals will be publicly opened at City Hall, 4800 West Copans Road, Coconut Creek, FL 33063. Upon opening, Proposals are subject to public disclosure consistent with Section 119.071, Florida Statutes.
- R. All Proposals shall be valid for a minimum period of one hundred and twenty (120) calendar days from the LOI closing date to accommodate evaluation and selection process.
- S. All information and documentation pertaining to this LOI shall be made available exclusively through the eBid System.
- T. By submitting a response, Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.
- U. By submitting a response, Proposer warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- V. Any response may be withdrawn up until the close date and time. Any response submitted to the CITY and not withdrawn prior to the closing date and time shall constitute an irrevocable offer to the CITY to provide the services set forth in this LOI. The response, once opened, become a public record of the CITY and cannot be withdrawn by the Proposer.

## **15) CONFIDENTIAL DOCUMENTS AS NOTED BY PROPOSER**

Any Proposer that elects to invoke exemptions to disclosure provided by law in the response to the LOI, is required to submit a redacted version of the response.

For the purposes of this response a “Redacted Version” of Proposer’s response shall mean, Proposer is to provide an exact replica of their firm’s original response, in which the Proposer has “shaded-out” all areas of their response, which they deem “Confidential” or “Exempt” under Florida State Statute(s).

This Redacted Version shall be provided as follows:

- A. Proposer shall upload to the eBid System their response, clearly marked as “Redacted” on the front cover.
- B. On the inside cover of the redacted version there should be a summary sheet(s), detailing the sections, parts, and or pages redacted.
- C. For each section of the response that contains a redaction, Proposer shall provide the reason why such exclusion from public disclosure is necessary and state the legal basis for each exemption with a specific statutory citation for such exemption.

Section 119.071, Florida Statutes sets forth general exemptions to the inspection and copying of public records. Additionally, trade secrets, as defined in Florida Statute Section 812.081 are confidential and exempt from the public records law pursuant to Section 815.045, Florida Statutes. Copyrighted material is not excluded from the definition of “public record”. The provisions redacted in the Redacted Version must meet the requirements of the statutory exemptions, as determined in the sole discretion of the CITY.

It will be the responsibility of the Proposer to elect and to submit a Redacted Version of their LOI submittal.

**NOTE:** In the event that the Proposer elects not to submit a redacted version of their LOI submittal, in accordance with the above, the entire LOI, without exclusion, will be made available as a public record and will be treated as such.

**16) INVITATION TO PROPOSER**

The CITY solicits for the services of responsible Proposers to provide services for Construction Manager at Risk Services for the City of Coconut Creek.

Proposer shall submit their response subject to the provisions of Section 112.313, Florida Statutes which addresses conflicting employment or contractual relationships with public officers, employees of agencies, and local government attorneys.

**17) INQUIRIES/ADDENDA**

Interested Proposers shall submit questions via the CITY'S eBid System.

It is the sole responsibility of the Proposer to notify the Procurement Division in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. A request for clarification, modification, interpretation, or changes must be received prior to the "Last Day for Questions" as indicated in the Event Details tab of the eBid System, as may be amended by the CITY. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes will only be made by the issuance of official addenda. Under no circumstances shall an oral explanation given by any CITY official, officer, staff, or agent be binding upon the CITY. All requests from Proposers, explanations, and addenda from the CITY, shall be communicated via the eBid System. All addenda shall be a part of the LOI, and each Proposer will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Proposer to read and comprehend all addenda issued.

As stated above, the issuance of addenda is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the CITY. It shall be the responsibility of each Proposer to view the LOI profile in the eBid System for all information and documents.

**18) MINIMUM QUALIFICATION REQUIREMENTS**

Proposer shall meet or exceed the below noted minimum requirements. Any Proposer not clearly demonstrating that they meet the following minimum qualification requirements shall not be considered for evaluation by the Selection Committee.

As a minimum qualification requirement, the CITY requires demonstration that the Proposer has completed a minimum of three (3) projects constructed via the Construction Manager at-risk delivery method, each valued at \$1 million or more, with all projects completed after January 1, 2020. The CITY provided reference validation form is required to be submitted for the CITY to validate the minimum qualification requirement.

**19) LOCATION**

Proposers that have an office location within the City of Coconut Creek or within Miami-Dade, Broward, Palm Beach, or Martin County (and who have a majority of the primary staff that will be assigned to this proposal based at that office) is desired.

Proposer and their team(s) whose location(s) being in close proximity to the project site with the ability to be onsite with short notice in order to meet with the CITY, to meet with potential contractors, to address job site conditions, and expediently deliver signed documents will be a consideration in evaluating the responses.

If a Proposer has an office located in Miami-Dade, Broward, Palm Beach or Martin County but does not use a majority of primary staff from that local office for the CITY'S scope of services, it will not fully meet the close proximity evaluation criteria.

**20) DOCUMENTS TO BE SUBMITTED**

Each response must include all the documents/forms required by this LOI in order to be considered responsive. However, in the event a form(s), a portion(s) of a document, or other information is omitted from a response, the CITY reserves its right to waive the omission as a minor irregularity and request the Proposer to submit the omitted information. The CITY also may request clarification from a Proposer. If a Proposer fails to timely provide the omitted information requested by the CITY, the Proposer's response may be deemed non-responsive, and the Proposer may be eliminated from further consideration.

**21) EVALUATION METHOD, SELECTION PROCESS and CRITERIA**

Evaluation of responses will be conducted by a Selection Committee comprised of CITY staff. In its discretion the CITY may require any Proposer to make a presentation of its response. These presentations provide an opportunity for the Proposer to clarify the response for the CITY. The CITY will schedule any such presentations.

The CITY reserves the right to reject any non-responsive response, all responses, to waive non-material technical variances or minor irregularities in the response, or to cancel the LOI (and may re-solicit and re-advertise the LOI).

The CITY reserves the right to request clarification from the Proposer. As stated above, it shall be the responsibility of the Proposer to submit all requested information identified by the CITY upon request to clarify their response.

The CITY'S Selection Committee will evaluate all responses and will select the Proposer which meet the best interests of the CITY. The CITY shall be the sole judge of its own best interests, the responses, and the resulting negotiated contract. The CITY'S decision will be final. The CITY may use two parts if applicable.

**Part I:** The Selection Committee will shortlist no fewer than three (3) Proposers (assuming there are a minimum of three (3) Responsive and Responsible Proposers). By consensus, the committee will establish a listing of the short-listed Proposers. In the event that less than three (3) proposals are received, all Responsive and Responsible Proposers will move forward to Part II (if applicable). Evaluation will include, but not be limited to, statements of qualifications and performance data as submitted in the

Proposal document to obtain the short-list. The Evaluation Criteria used will be the same for both Part I and II.

**Part II:** If applicable, Proposers identified by the Selection Committee will conduct discussions and may schedule presentations with the short-listed firms and will evaluate the short-listed firms and identify in order of preference. Each short-listed firm is in equal standing at the beginning of the Part II Evaluation.

## **22) EVALUATION CRITERIA FOR SHORT LISTED FIRMS**

- A. Team Background and Relevant Experience
- B. Past Performance
- C. Staff Availability
- D. Project Approach
- E. Compliance with Public Policy
- F. Financial and Technical Resources
- G. Exceptions Taken to the Contract and Proposal Requirements
- H. Guarantees
- I. Understanding of scope of work, approach, methods & technical compliance to the LOI
- J. Willingness to meet time requirements, budget requirements and quality control
- K. Project team organization
- L. Location

Each Selection Committee member will rank each response in accordance with the evaluation criteria for the short-listed firms. The Proposer with the lowest total of ranking points will be the #1 ranked Proposer, the next lowest will be #2, etc. The Selection Committee tabulation of the ranking points shall be the basis for determining the ranking order of the Proposers and establishing the order of preference.

In the event a tie occurs for the top ranked position, the Evaluation Committee will rescore using the following method. The tied firms will be individually re-ranked (1, 2 etc.) based on the total of points awarded by each Selection Committee member. The re-rankings for the tied firms in question will be based on the total Selection Committee points for each tied firm and will be tabulated to determine the final ranking order. The tied Proposer with the lowest grand total of points by the Selection Committee will become the #1 ranked Proposer.

## **23) CONTRACT AWARD**

The CITY anticipates entering into a contract with a single firm judged by the CITY to be most advantageous.

The Proposer understands that this LOI does not constitute an offer or a contract with the CITY. Award recommendation shall be subject to the approval of the City Manager, City Manager designee or CITY Commission as provided for in the CITY'S Code of Ordinances. Award recommendation will be posted in the eBid System.

A contract shall not be deemed to exist and is not binding until responses are reviewed and accepted by appointed staff, the most advantageous Proposer has been identified, negotiations with the Proposer have been authorized by the appropriate level of

authority within the CITY, a contract has been executed by the parties and approved by the appropriate level of authority within the CITY. A sample contract is attached to this LOI. The CITY anticipates that the final contract will be in substantial conformance with the sample contract; nevertheless, Proposers are advised that any contract which may result from the LOI may deviate from the sample contract if in the CITY'S opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the CITY.

In the event the parties are unable to negotiate terms acceptable to the CITY, the CITY may determine to accept the offer of the second most responsive and responsible Proposer determined by the Selection Committee, or it may resolicit proposals, at the option of the CITY.

**24) DEVELOPMENT COSTS**

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response responsive to this LOI. Proposers should prepare their responses simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the LOI.

**25) DELAYS**

The CITY may delay scheduled due dates if it is to the advantage of the CITY to do so. The CITY will notify Proposers of all changes via the City of Coconut Creek eBid System.

**26) LICENSES AND CERTIFICATIONS**

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of LOI submission. The response of any Proposer that is not fully licensed and certified shall be rejected.

**27) LEGAL REQUIREMENTS**

Proposer shall comply with applicable provisions of all:

- A. Federal laws and regulations,
- B. State of Florida laws and regulations,
- C. Broward County laws and regulations,
- D. City of Coconut Creek Code of Ordinances, rules and regulations, and
- E. The City of Coconut Creek Procurement Policy Manual.

Lack of knowledge of any such provision, by any Proposer, shall not constitute a cognizable defense against the legal effect thereof.

**28) POLITICAL CAMPAIGNS**

Throughout the period between issuance of the solicitation and final award or execution of a resulting contract, respondents to this solicitation shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Broward County Code of Ethics, as they relate to participation in or contributions to political campaigns for CITY elective office. The CITY reserves the right to disqualify any respondent, or to terminate any resulting agreement, if it determines that a violation of these provisions occurred during the solicitation process.

**29) PUBLIC CONSTRUCTION BOND (for Phase II only)**

The Construction Manager (CM) will be required to provide a Public Construction Bond to CITY within fourteen (14) business days of City Commission approval of the GMP. The bond amount must be at least equal to the Total GMP. The premium cost of bonds shall be included within the GMP in accordance with the summary stated in the Sample Contract.

Such Bond shall be included herein which is substantially in the form prescribed by Section 255.05, Florida Statutes, conditioned on the faithful performance of the Contract awarded as a result of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by applicable laws.

In the event any Amendment to the Contract causes the total aggregate value of all Amendments to exceed the original Bonded GMP, the Successful Proposer agrees it shall immediately provide additional surety under the Bond (s) or an additional surety bond (that meets the requirement of this provision) in increments of \$50,000.00, such that the total aggregate dollar amount of the surety provided meets or exceeds the amount of the outstanding aggregate to the Contract amount. The entire amount of the Bond procured under the Contract shall be maintained in full force for a period of one year after the date of final completion and acceptance of any Amendments to the Contract that are issued under the Contract, as a guarantee that the Awarded Proposer will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, shall be licensed to act as surety in the State of Florida, and shall be subject to the CITY'S approval. The surety shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

**30) DEVIATIONS**

Substantial deviations from specifications, scope of work, proposal format or other requirements of this LOI may result in disqualification of the response and will not be considered for evaluation.

Deviation to the sample contract- Exceptions to the attached sample contract are business concerns for the CITY. Any such proposed deviations should be submitted in the LOI response as detailed in response form. The CITY is under no obligation to accept any proposed deviations. In the event the parties are unable to negotiate terms acceptable to the CITY, the CITY may determine to accept the proposal of other responsive and responsible Proposer determined by the Evaluation Committee, or it may resolicit Proposals, at its option.

**31) ADDITIONAL INFORMATION**

The CITY reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted response and to more fully meet the needs of the CITY. This includes information which indicates financial resources as well as ability to provide and maintain the system, equipment and/or services. Moreover, the CITY reserves the right

to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Coconut Creek Police Department.

## **V. INSURANCE**

Prior to Award and in any event prior to commencing work, the selected firm shall provide CITY with certified copies of all insurance policies providing coverage as required.

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the Contractor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Contract. Policies shall be "Occurrence" form. Each carrier will give the CITY sixty (60) days' notice prior to cancellation. Throughout the term of this contract, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

### **1) WORKERS' COMPENSATION**

If the Contractor is required to go on to City of Coconut Creek property to perform work or services as a result of this contract, it must have the 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's Worker's Compensation carrier will provide a Waiver of Subrogation to the CITY. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The CITY requires that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.

### **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.

### **3) AUTOMOBILE LIABILITY**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage

including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**4) INFORMATION SECURITY/CYBER LIABILITY INSURANCE (If Applicable)**

Contractor 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 Contract, 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.

**5) PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS COVERAGE**

If the Contractor is to provide professional services under this Contract, the Contractor 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's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Contractor acknowledges that the CITY is relying on the competence of the Contractor 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's negligent errors and omissions, Contractor 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.

**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 contract.

**7) ENVIRONMENTAL LIABILITY/ POLLUTION REMEDIATION AND LEGAL LIABILITY**

The Contractor 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 CM agrees the policy benefiting the CITY shall be maintained for a minimum three (3) year period following expiration of the Contract.

**8) GENERAL.**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs

be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

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

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

- a. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

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

City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, Florida 33063

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

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 is Successful Contractor then prior to commencement of Contract, Contractor must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

If Contractor 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.

No contract shall be executed by the CITY, nor activities under this Contract 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.

## VI. INDEMNIFICATION

- A. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this 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, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, 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. 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 contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by the CITY until all of the CITY'S claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the CITY. The above provisions shall survive the termination or expiration of this Contract and shall pertain to any occurrence during the term of this Contract, even though the claim may be made after the termination or expiration hereof.

B. PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

## VII. OTHER TERMS AND CONDITIONS

### A. NOTICE

Whenever either party desires or is required under this Contract 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

#### **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**

Name:

Company:

Address:

Tel:

Email:

Website:

**B. PUBLIC RECORDS**

CITY is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. 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 Statutes. In accordance with state law, CONTRACTOR agrees to:

- 1) Keep and maintain all records that ordinarily and necessarily would be required by the CITY in order to perform the services.
- 2) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) 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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
- 4) Upon completion of the services within this Contract, 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.
- 5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, [PublicRecords@coconutcreek.gov](mailto:PublicRecords@coconutcreek.gov), 4800 West Copans Road, Coconut Creek, FL 33063.

If CONTRACTOR does not comply with this section, the CITY shall enforce the Contract provisions in accordance herewith and may unilaterally cancel this Contract in accordance with state law.

**C. 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 CITY, 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.

**D. PUBLIC ENTITY CRIMES STATEMENT**

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, CONTRACTOR 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.

**E. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not transfer or assign the performance required by this Contract without the prior written consent of the City Contract Administrator. This Contract, 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 City Contract Administrator.

**F. CHOICE OF LAW AND VENUE**

The Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Contract is situated exclusively in the

Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

#### **G. CONFLICT OF INTEREST**

The successful Proposer shall not represent any person, entity or government which takes a position contrary to that of the City Commission of the City of Coconut Creek or the Administration of the City of Coconut Creek before any legislative, executive, or administrative branch of government or any other local government other than the City of Coconut Creek.

The above shall not preclude the successful Proposer from representing clients before the City Commission, subservient boards or the Administration of the City of Coconut Creek.

#### **H. COLLUSION**

The CONTRACTOR certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the CITY. The CONTRACTOR also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### **I. 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:

- 1) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status 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
- 2) No employee or applicant for employment 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 discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

#### **J. TERMINATION**

##### **1) Termination for Cause: Immediate**

In the event the CONTRACTOR defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the CITY may, upon written notice to the CONTRACTOR, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and CONTRACTOR shall discontinue all work under this Contract on that date. In the event of immediate termination, CITY shall have all legal and equitable remedies available to it and may hold the CONTRACTOR liable for any and all damages sustained by the CITY arising out of such default, including but not limited to costs of reprocurement and cover.

**2) Termination for Cause: Time to Correct**

In the event the CONTRACTOR defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the CITY may, upon written notice to the CONTRACTOR, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the CONTRACTOR to correct the conditions to the satisfaction of the CITY. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY within the time-frame prescribed, the CITY may terminate the contract effective immediately as provided above. If CONTRACTOR requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the CITY shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the CONTRACTOR shall be liable for any and all damages arising from the default and breach of the Contract.

**3) Termination for Convenience of City**

Upon thirty (30) calendar days written notice to the CONTRACTOR, the CITY may without cause and without prejudice to any other right or remedy, terminate the contract for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Contract is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. The CONTRACTOR shall discontinue all work on the appointed last day of service.

**K. DISPUTE RESOLUTION PROCESS**

- 1) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Contract, including but not limited to claims for payment and claims for breach of this Contract, shall be settled internally with the City Manager or designee.
- 2) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 3) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The CONTRACTOR and CITY shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a

dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.

- 4) The parties agree that any claim filed in state or federal court concerning this Contract shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS CONTRACT.

#### L. OPERATIONS DURING DISPUTE

If a dispute arises between the CITY, the CONTRACTOR, or any other Person concerning the CONTRACTOR'S performance, rights, or compensation under this Contract, the CONTRACTOR shall continue to perform its duties in strict compliance with the requirements of this Contract, regardless of the pending dispute.

#### M. DISPUTE RESOLUTION PROCESS

- 1) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Contract, including but not limited to claims for payment and claims for breach of this Contract, shall be settled internally with the City Manager or designee.
- 2) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 3) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The CONTRACTOR and CITY shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- 4) The parties agree that any claim filed in state or federal court concerning this Contract shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT

THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS CONTRACT.

**N. ANTI-TRUST 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 Contract, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the CITY consistent with Section 287.137, Florida Statutes as amended.

**O. WARRANTIES**

CONTRACTOR hereby warrants and represents as follows:

- 1) At all times during the term of this Contract, CONTRACTOR shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Contract.
- 2) At all times during this Contract, CONTRACTOR shall perform its obligations in a prompt, professional and businesslike manner.

**P. TERM OF CONTRACT**

This Contract shall commence after the full execution of this Contract and Phase I shall be completed eighteen (18) months after execution and Phase II shall be completed eighteen (18) months after award of GMP. This Contract may be extended at CITY'S discretion subject to CONTRACTOR acceptance, satisfactory performance and determination that the renewal will be in the best interest of the CITY.

**Q. EXTENSION**

In the event services are scheduled to end because of the expiration of this Contract, the CONTRACTOR shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate(s) in effect when the CITY invokes this extension clause.

**R. PAYMENT METHOD**

**VISA Purchasing Card**

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist 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 their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

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

### **Electronic Funds Transfer (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**

The City is also able to process paper checks for vendor payments.

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