

VARIANCE FORM

The proposing firm must provide and state any and all variances to this RFP, specifications, the Terms and Conditions and City Form Agreement found herein Exhibits I, II, and III on this variance form.

After award of Contract through City Commission, via the Resolution, the awarded firm’s Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the variances presented by your firm are acceptable to the City, the Agreement will be routed to the awarded firm for execution by the authorized officer of the firm. The fully executed agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email tcamaj@cohb.org within five (5) business days from receipt of the email from the Procurement Department to the awarded firm’s contact. Failure to provide a duly executed agreement by the awarded firm to the City within five (5) business days from receipt may result in loss of award of such contract to your firm. Variances requested to either the RFP, the Terms and Conditions and the City Form Agreement from your firm may result in the City rescinding award of contract to your firm.

If your firm has no variances, please state “None” (provide additional pages if necessary). This form must be provided:

Please see following page with additional language in response to Contract’s Article III: Indemnification

THE CITY'S RESPONSIBILITIES

LIMITATION OF LIABILITY The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the "not to exceed" amount of the fee paid to Consultant under this Agreement, less any amount(s) actually paid to Consultant hereunder. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant's recovery from the City for any damages for action for breach of contract to be limited to Consultant's "not to exceed" fee under this Agreement, less any amount(s) actually paid by the City to the Consultant hereunder.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess of the "not to exceed amount" of Consultant's fees under this Agreement, which amount shall be reduced by any amount(s) actually paid by the City to Consultant hereunder.

Additional Services - Providing additional work relative to the Project which arises from subsequent circumstances and causes which do not currently exist, or which are not contemplated by the parties at the time of the execution of this Agreement (excluding circumstances and causes resulting from error, omission, inadvertence or negligence of Consultant)

