## **VARIANCE FORM**

The proposing firm <u>must</u> 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 <u>variances</u> 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 <a href="mailto:tcamaj@cohb.org">tcamaj@cohb.org</a> 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	

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## 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)

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## **LEGAL PROCEEDINGS FORM**

Proposing firm must provide items a-d with your firm's response as an attachment and checking off that documents were provided. Your firm must ensure your response is addressing by title for each item a-d below. If an item(s) is not applicable, your firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

	I by or against your firm in the last five (5) years, and in dispute, the parties and the ultimate resolution of
Check here if provided X Check here	ere if Not Applicable (N/A)
	your firm in the last five (5) years, and identify the ne parties, and the ultimate resolution of the lawsuit.
X Check here if provided Check he	ere if Not Applicable (N/A)
National Labor Relations Board, Occupationa	ministrative proceedings, or hearings initiated by the al Safety and Health or similar state agencies in the cices or project safety practices by your firm. Identify e resolution.
Check here if provided X Check he	ere if Not Applicable (N/A)
in its name, voluntarily or involuntarily? (If y	any subsidiaries ever had a Bankruptcy Petition filed es, specify date, circumstances, and resolution).  ere if Not Applicable (N/A)
ı, Adriana Savino-Miller , Presid	
Name of Authorized Officer per Sunbiz	Title
of Savino & Miller Design Studio	
Name of Firm as it appears on Sunbiz	
I hereby attest that I have the authority to sign this n referenced information is true, complete and correct	
bush	Adriana Savino-Miller
Signature of Authorized Officer per SunBiz	Print Name of Authorized Officer per SunBiz
Nature of claim: City of Miami Beach sued Hargreave Amount in Dispute: \$375,000 Parties Involved: City of Miami Beach, Hargreaves &	

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Ultimate Resolution: Settlement with no admission of liability by all parties