



**INVITATION TO BID (ITB)
BID # FY 2020-2021-CRA003
OFF STREET SUSTAINABLE SURFACE PARKING FACILITY**

BID DOCUMENT RELEASED	March 25, 2021
<p><u>NON-MANDATORY PRE-BID MEETING</u> City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”). You may also attend the meeting at the location stated to the right. If Contractor is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.</p> <p><u>Your firm may register in advance for the virtual meeting:</u> https://us02web.zoom.us/webinar/register/WN_U2eOQoEqTXWwA1TriVRnBQ Webinar ID: 854 5710 7087 Webinar Password: 999999 <u>After registering, you will receive a confirmation email containing information about joining the meeting.</u></p> <p><u>NON-MANDATORY SITE VISIT</u> A non-mandatory site visit will be available from 12:00 - 12:30 PM following meeting. The lot will close immediately at 12:30. No questions will be answered at site-visit. Bidders have until the deadline below to submit questions.</p>	<p><u>March 31, 2021 @ 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p><u>LAST DAY FOR QUESTIONS</u> All questions must be sent via email to gcuevas@cohb.org. All questions will be answered via addendum posted to the City’s website: www.cohb.org/solicitations and Demandstar: www.demandstar.com</p>	<p><u>April 6, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u></p>
<p><u>DEADLINE FOR RECEIPT OF RESPONSES</u></p> <p>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is <u>not</u> open to the public every day. For drop off of bids the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only.</p> <p>Sealed envelope must clearly provide your firm’s company name, address, phone # and contact information and must be labeled with the ITB # and Name. Responses must be received by the City Clerk’s Office, address stated to the right.</p> <p>Access to the building will require time for temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk’s Office without being late.</p>	<p><u>April 26, 2021 NO LATER THAN 11:00 A.M.</u></p> <p><u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u> <u>NO LATE PROPOSALS WILL BE ACCEPTED.</u></p> <p><u>LATE RESPONSES WILL NOT BE ACCEPTED</u></p>
<p><u>BID OPENING:</u> The City will be opening bids via virtual zoom meeting and at City Hall Commission Chambers. <u>Register in advance for the virtual bid opening:</u> https://us02web.zoom.us/webinar/register/WN_TOTFoEBcR5amkj2KpUd2bA <u>Webinar ID: 829 0433 1569</u></p> <p><u>After registering, you will receive a confirmation email containing information about joining the webinar.</u></p>	<p><u>April 26, 2021 11:10 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>

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SCOPE OF WORK

PURPOSE

The City of Hallandale Beach Community Redevelopment Agency “CRA” is seeking sealed Bids from a qualified “Contractor” to construct a sustainable parking lot with pervious surfaces, bio-swales and native plantings on a 0.51 acre vacant lot. The parking lot is located on the City of Hallandale Beach Community Redevelopment Agency’s (CRA) owned properties located within the City’s Fashion, Art, and Design District (FADD) at 203 NE 3rd Street & 207 NE 3rd Street in Hallandale Beach, FL. The parking lot’s low impact design (LID) consists of a dust-free permeable paving system, sidewalks, concrete curb, parking lot lighting, swale construction, landscaping, and irrigation improvements. A new concrete sidewalk, curb and gutter, and reconstruction of the swale on NE 2nd Avenue are also included. The Contractor must have previous successful project experience with lighting, landscape/irrigation, and parking lot or roadway construction and restoration. At least one project shall include pervious concrete construction and permeable paving system installation. If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. Additional Scope Specifications are located in Exhibit A and B of this bid.

The cost estimate for the project is approximately \$450,000.

The following Firm is excluded from bidding on this Project due to their involvement in the creation of the scope of work:

- Calvin, Giordano & Associates, Inc.

No changes in the work or extra charges to the Contract are effective until recommended by the Engineer and approved by the CRA/Owner in the form of a written change order.

As part of the project close out documentation, the contractor will need provide the City with As-built drawings in the latest version of Auto CAD, shape files (GIS) and shop drawings in accordance to the technical specifications, Exhibit A.

Minimum Qualification Requirements – MQRs:

This Bid contains Minimum Qualification Requirements (MQRs) which the Bidder **must** meet in order for the Bidder to be considered responsive. **Please read the MQRs to ensure you meet these requirements prior to submitting a response to this Bid.**



Bidders that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Bid will not be evaluated.

LOCATION OF WORK

The parking lot is located on the City of Hallandale Beach Community Redevelopment Agency's (CRA) owned properties located within the City's Fashion, Art, and Design District (FADD) at 203 NE 3rd Street & 207 NE 3rd Street in Hallandale Beach, FL.

WORKING HOURS

Contractor may perform work from 8:00 am through 5:00 pm, Monday through Friday five (5) days a week, excluding the City's observed holidays.

BID PACKAGE

This Bid contains the following which must be reviewed by bidders.

- Exhibit A – Technical specifications
- Exhibit B – Off Street Sustainable Surface Parking Facility Map
- Any addenda released

PERMITS

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. Licenses, permits and fees applicable to this Project are within the link found below and must be obtained and/or paid by the awarded Bidder. The successful Bidder is responsible to identify and obtain all applicable licenses, permit and pay all such related fees. The costs of all licenses permits and their respective fees applicable to this Project are to be secured and paid for by the awarded Bidder.

[FY 2020-21 Fee Booklet](#)

All proposals must be submitted in accordance with the Bid document which may be obtained online at www.cohb.org/solicitations or at www.demandstar.com.

MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. This Bid contains Minimum Qualification Requirements (MQRs) which the Bidder **must** meet in order for the Bidder to be considered responsive.
2. **Please read the MQRs to ensure Bidder meets these requirements prior to submitting a Bid.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Bidder's response.**
4. Please note that the information for the Projects/Contracts for MQR # 5 must be the same as the Projects/Contracts provided within the Reference Form.
5. Bidder(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Bids will not be evaluated.
6. Bidder(s) awarded the Contract will be required to maintain Minimum Qualification Requirements #2, #3 and #4 during the term of the Contract and any Contract renewals.

Minimum Qualification Requirement # 1: 10% Bid Bond:

As per Procurement Code Section 23-12 (2) Security Bonds, each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A bidder shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

Minimum Qualification Requirement # 2: Bonding Capacity:

- a. Provide documentation of bidder's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.
- b. Bidders shall have a single project bonding capability of an amount equal to one hundred (100%) percent of the total bid price, with a surety company with an A.M. Best rating of A- or better. Upon award, a Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each

reflects the total Contract price as increased. The performance and payment bond must be recorded with Broward County prior to submitting to the City. The Performance and Payment Bond shall continue in effect through the contract term.

Minimum Qualification Requirement # 3: Years in Business- Sunbiz:

- a. Bidder must be incorporated through Sunbiz with a status of “Active”.
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2015** or earlier.

Minimum Qualification Requirement # 4: Proposing Firm Contractor Licenses:

- a. Bidder must be licensed as a **Certified General Contractor** licensed by State of Florida Department of Business and Professional Regulations.
<http://www.myfloridalicense.com/dpr/>

And;

- b. Bidder must have **ACI Concrete Finisher Certification and Pervious Concrete Certification from NRMCA** to construct the pervious concrete portion of the project, at the time of submittal.
<https://www.nrmca.org/certifications/pervious-concrete-contractor-certification-program-applications/>

Proposing Contractor must provide a copy of the applicable license(s) with bid.

Minimum Qualification Requirement (MQR) # 5: Prime Contractor Previous Experience and Projects:

- a. Please note the information for the Projects below **must** be the same as the Projects/Contracts requested within the [Reference Form](#).
- b. The Bidder must have been the Prime Contractor on the project and must have **completed** and performed three (3) projects of similar size, scope and complexity to the specifications in this Bid and for this project within the last five (5) years, 2015 to 2020, as referenced in this Bid.
- c. The project experience must have been with lighting, landscape/irrigation, and parking lot or roadway construction and restoration. At least one project shall include pervious concrete construction and permeable paving system installation.

d. Bidders **must** provide proof of the **completed** three (3) Projects/Contracts within the last five (5) years, 2015 to 2020, on the following chart(s):

Name of Project # 1:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month: Year:
Date when Project was completed:	Month: Year:
Was your Firm the Prime Contractor that was awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm must have completed and provide proof of three (3) Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Bidder performed and was awarded as the <u>Prime Contractor</u>.</p> <p>b. Bidder must detail experience that explains work <u>completed with lighting, landscape/irrigation, and parking lot or roadway construction and restoration.</u></p> <p>c. <u>At least one project shall include pervious concrete construction and permeable paving system installation.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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Name of Project # 2:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month: Year:
Date when Project was completed:	Month: Year:
Was your Firm the Prime Contractor that was awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <u>must</u> have <u>completed</u> and provide proof of three (3) Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <u>Prime Contractor</u>.</p> <p>b. Bidder must detail experience that explains work completed with lighting, landscape/irrigation, and parking lot or roadway construction and restoration.</p> <p>c. At least one project shall include pervious concrete construction and permeable paving system installation.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

Name of Project # 3:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month: Year:
Date when Project was completed:	Month: Year:
Was your Firm the Prime Contractor that was awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <u>must have completed</u> and provide proof of three (3) Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <u>Prime Contractor</u>.</p> <p>b. Bidder must detail experience that explains work <u>completed with lighting, landscape/irrigation, and parking lot or roadway construction and restoration.</u></p> <p>c. At least one project shall include <u>pervious concrete construction and permeable paving system installation.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

BACKGROUND INFORMATION FOR THE CRA:

The Hallandale Beach Community Redevelopment Agency (CRA) was created in 1996 to redevelop and improve the City of Hallandale Beach (City's) overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the North by Pembroke Road, to the South by the Dade-Broward County line, to the West by Interstate 95 and to the East by NE 14th Avenue and the 14th Avenue Canal.

CRA is bound by Florida Statutes Chapter 163, Part III.

BID PRICE SHEET

- I. Bidder must use the Bid Price Sheet below to submit Bidders price for this Project.**
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.**
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.**
- IV. Bidder must completely fill out each column below, i.e. unit price and total.**
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.**
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.**

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

BID PRICE SHEET					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
I.	General				
1	Clearing & Grubbing	LS	1	\$ -	\$ -
2	Mobilization/Demobilization/SWPPP/MOT	LS	1	\$ -	\$ -
3	Survey, Testing, and Record Drawings	LS	1	\$ -	\$ -
4	Permitting Allowance (2%)	AL	1	\$ -	\$ -
	Subtotal General				\$ -
II.	Paving				
5	Tall Header Curb	LF	270	\$ -	\$ -
6	Tall Type D Curb	LF	629	\$ -	\$ -
7	Type F Curb and Gutter	LF	36	\$ -	\$ -
8	Permeable Paving System	SF	15,151	\$ -	\$ -
9	Pervious Concrete	SF	1,097	\$ -	\$ -
10	Concrete Driveway (including stabilized subgrade)	SY	38	\$ -	\$ -
11	Concrete Sidewalk (including stabilized subgrade)	SY	84	\$ -	\$ -
12	Precast Concrete Wheel Stop	EA	2	\$ -	\$ -
13	Truegrid Wheel Stop	EA	33	\$ -	\$ -
14	Single Post Sign, F&I Ground Mounted	EA	3	\$ -	\$ -
15	Regular Excavation	CY	767	\$ -	\$ -
16	Pipe Guiderail (aluminum)	LF	15	\$ -	\$ -
	Subtotal Paving				\$ -
III.	Landscape & Site Furnishings				
17	Irrigation Meter	EA	1	\$ -	\$ -
18	Irrigation System	LS	1	\$ -	\$ -
19	Root Barrier (36" Deep)	LF	360	\$ -	\$ -
20	Planting Area Excavation (Excludes R.O.W.)	CY	457	\$ -	\$ -
21	Planting Soil	CY	662	\$ -	\$ -
22	Mulch	CY	36	\$ -	\$ -
23	Large Tree (18' Ht. x 5' Spread x 3" DBH, or greater)	EA	11	\$ -	\$ -
24	Small Tree (12'-15' Ht x 1-1/2" DBH, or greater)	EA	16	\$ -	\$ -

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25	Large Palm (F.G. 20' O.A., or greater)	EA	8	\$ -	\$ -
26	Small Palm (F.G. 6' - 7' O.A., or greater)	EA	3	\$ -	\$ -
27	Tall Shrub/Hedge (15 Gal., or greater)	EA	15	\$ -	\$ -
28	Shrub (3 Gal., or greater)	EA	834	\$ -	\$ -
29	Ground Cover (1 Gal.)	EA	1,250	\$ -	\$ -
30	Bench	EA	2	\$ -	\$ -
31	Trash receptacle	EA	2	\$ -	\$ -
32	Bike Rack	EA	2	\$ -	\$ -
33	Sod	SF	2,394	\$ -	\$ -
	Subtotal Landscape & Site Furnishings				\$ -
IV.	Electrical				
34	Light Poles (Light, Base, Pull Box, Ground Rod and Wire)	EA	5	\$ -	\$ -
35	Site Light Wiring and Conduit - (3) #6 in 1" PVC Sch. 40	LF	600	\$ -	\$ -
36	Tesla Charging Station Conduit Rough-in Only (Five Stations)	LF	300	\$ -	\$ -
37	Car RackPlus Conduit Rough-in Only (Three Rack Systems)	LF	450	\$ -	\$ -
38	1"PVC Sch. 40 Rough-in for Future Receptacle and Telephone	LF	450	\$ -	\$ -
39	Parking Lot Lighting Control	EA	1	\$ -	\$ -
40	500A MCB Electrical Service Panel with Space for Future Equipment	EA	1	\$ -	\$ -
41	500A Electrical Service Feeder Wire	LF	120	\$ -	\$ -
42	4" PVC Sch. 40 for Electrical Service Feeder Wire	LF	50	\$ -	\$ -
43	Bonding Ground Wire - #2/0	LF	25	\$ -	\$ -
44	Electrical Services Ground Rods	EA	2	\$ -	\$ -
45	Electrical Rack	EA	1	\$ -	\$ -
46	GFCI Weatherproof Receptacle	EA	1	\$ -	\$ -
47	Irrigation Controller Disconnect	EA	1	\$ -	\$ -
48	30x30 Pull Boxes	EA	2	\$ -	\$ -
49	13x20 Pull Boxes	EA	3	\$ -	\$ -
	Subtotal Electrical				\$ -
	TOTAL BID PRICE NO. 1 - 49			\$	

Continued...

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature of Authorized Officer per Sunbiz Print Name

DEFINITIONS

“Addenda or Addendum” means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of RFP/Bids or proposals

“Award” means the acceptance of a proposal, offer or proposal by the proper authorized designee. The CRA Board of Directors must approve all awards over the purchasing authority of the CRA Executive Director, except for emergency purchases.

“Bidder” means any individual, Firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

“Bid Prices” A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.

“Bond” means a bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of “A” or better, “Class V”.

“City” the City of Hallandale Beach (COHB) a municipal corporation of the State of Florida.

“City Project Manager” means the City representative duly authorized by the City Manager to provide direction to the Contractor/Consultant regarding services provided pursuant to this Bid and the Contract.

“Contract” and “Contract Documents” means the Agreement for this Bid to be entered between the City and the Successful Bidder.

“Contractor” the individual(s) or Firm(s) to whom the award is made and who executes the Contract Documents.

“Contract Time” means the original time between commencement and completion, including any milestone dates thereof, established, as may be amended by Change Order.

“CRA Project Manager” means the CRA representative duly authorized by the CRA Executive Director to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“CRA” the Hallandale Beach Community Redevelopment Agency or CRA Board of Directors, a public body corporate and political. May be used interchangeably with HBCRA.

“CRA’s Contract Administrator” means the CRA’s representative duly authorized by the CRA Executive Director, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

“Notice to Proceed” means the written notice given by the City to the Contractor /Consultant of the date and time for work to start.

“Project Manager” means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

“Proposal/ Response” means the proposal/ response/Bid or submission submitted by a Proposer.

“Proposer” means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

“Proposal/Bid Documents” the Request for Proposals, Instructions to Proposers, Technical specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Bids/Proposals).

INSURANCE REQUIREMENTS

Proof of insurance must be submitted with bid. The awarded Bidder will be required to obtain and maintain the insurance requirements as set forth below in the City’s Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the City Commission. The requirements for insurance are stated below, City’s Form Agreement, Article 7.

CONTRACT TERMS

The term of the Agreement shall be concurrent with the construction of the Project.

Contract may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach CRA.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the CRA.

The submittal responses shall be valid until CRA Board awards a contract as a result of this Bid. CRA reserves the right, where it may serve the CRA's best interest, to request additional information or clarification from Bidder.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

CONTRACT TIME

The work shall be completed and ready for final payment in accordance with Article 2 within One hundred and twenty days 120 calendar days from Project initiation date specified in the Notice to Proceed, or until terminated for terms of the agreement. The 120 days includes Administrative contract time of 30 calendar days to allow Contractor to obtain city permits, shop drawing approvals, procure materials, etc.

The CRA Project Manager will coordinate the contract start time.

The CRA Board will award the contract to the lowest responsive, responsible Bidder. Should the awarded Bidder be unable to perform and provide the services stipulated in the Bid and agreement, CRA reserves the right to move forward with the award of the contract to the 2nd lowest responsive and responsible Bidder.

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement Questionnaire provided in the [Forms Section](#). Pursuant to the City of Hallandale Beach Standards of Ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

SECURITY BID BOND 10%

As per Procurement Code Section 23-12 (2) Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded Firm of this date via a letter. An original Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased. The performance and payment bond must be recorded with Broward County prior to submitting to the City.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Bidders are to submit responses on a Universal Serial Bus (USB) drive only. Provide one (1) USB drive with your submittal.

The files on the USB drive must be in a searchable adobe format (.pdf file). No other form of submission is acceptable, including hardcopy (paper), CDs, e-mail, etc. Bidders must make sure that the pdf files provided are searchable prior to submission. Do not place a password on the USB drive.

The Bid Submittal Format section below, outlines the format to be followed to submit responses to this Bid.

BID SUBMITTAL FORMAT

Items 1-5 represent the format which Bidders must follow when submitting responses to the Bid.

1. Title Page

Provide the Bid # and title, the Bidder(s) name(s); name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided as the contact and will be contacted by the CRA. If the proposed submittal is made up of more than one (1) Bidder, provide only one (1) contact person for the entire response.

2. Bid Price Sheet

Ensure the Bid Price Sheet is completed and submitted.

3. Bidder's Information

- Indicate name(s) of Sub-contractors and type of work they will be performing.
- Indicate Disposal Site Plan.
- Indicate current and anticipated workloads with other clients.

4. Minimum Qualification Requirements (MQRs)

Bidder must provide all the required MQRs and pertinent information as requested. If all proposing Firm's MQRs are not provided with the submission, the bidders response will not be reviewed/evaluated, and Firm's submission will be disqualified and determined non-responsive.

5. Required Forms

All the forms stipulated below must be submitted.

Form A: [MQR #1](#)

Form B: [MQR #2](#)

Form C: [MQR #3](#)

Form D: [MQR #4](#)

[MQR #5](#)

Form E: [This Proposal Submitted by Form](#)

Form F: [Variance Form](#)

Form G: [Legal Proceedings Form](#)

Form H: [Public Entity Crime Form](#)

Form I: [Domestic Partnership Certification form](#)



Form J: [Conflict of Interest Notification Requirement Questionnaire](#)
Form K: [Drug Free Workplace Form](#)
Form L: [Anti-Kickback Affidavit](#)
Form M: [Confidentiality Form](#)
Form N: [Request to Withdraw Proposal Form](#)
Form O: [Reference Form – three \(3\) completed and signed by reference](#)
Form P: [Bid Price Sheet](#)
Form Q: [Unable to submit response](#)
[Addenda, if any.](#)

SUBMITTAL DUE DATE

BID RESPONSES ARE DUE: APRIL 26, 2021 NO LATER THAN 11:00 A.M.

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW.

Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open to the public every day. For drop off of responses to this Bid the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only.

All must plan for obtaining access to the City Clerk's Office without being late. No late responses will be accepted.

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE

400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR, SUITE 204
HALLANDALE BEACH, FL 33009

TITLED: BID # FY 2020-2021-CRA003 OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

LATE BIDS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-BID CONFERENCE

For this Bid the City is holding a Non-Mandatory Pre-Bid Conference. The Non-Mandatory Pre-Bid Conference is held to explain in detail the Bid documents. No questions will be answered at pre-bid, all questions must be submitted in writing by deadline.

The Non-Mandatory Pre-Bid Conference is being held **March 31, 2021 at 11:00 am**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”).

Your firm may register in advance for the virtual meeting:

https://us02web.zoom.us/webinar/register/WN_U2eOQoEqTXWwA1TriVRnBQ

Webinar ID: 854 5710 7087

Webinar Password: 999999

After registering, you will receive a confirmation email containing information about joining the meeting.

You may also attend the meeting at the City of Hallandale Beach, Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009. If bidder is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.

NON-MANDATORY SITE VISIT

A non-mandatory site visit will be available from 12:00 - 12:30 PM following meeting. The lot will close immediately at 12:30 PM. No questions will be answered at site-visit. Bidders have until the deadline below to submit questions.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION

Any questions are to be submitted via email to gcuevas@cohb.org no later than **April 6, 2021 no later than 11:00 a.m.**

All answers to questions received will be released via addendum. Changes, if any, to the scope of the services or Bid procedures will be transmitted only via written addendum and available on the City's website at www.cohb.org/solicitations.

Special Accommodations

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

BIDDERS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE BIDDER HAS A COMPLETE BID PACKAGE, INCLUDING ANY ADDENDA.

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE VIA ADDENDUM.

BID DOCUMENT RELEASED	MARCH 25, 2021
<p>NON-MANDATORY PRE-BID CONFERENCE</p> <p>City Hall Commission Chambers (in person) and/or through "Virtual" meeting utilizing communications media technology ("CMT").</p> <p>If proposing firm is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.</p> <p><u>Your firm may register in advance for this virtual meeting:</u></p> <p>https://us02web.zoom.us/webinar/register/WN_U2eOQoEqTXWwA1TriVRnBQ</p> <p>Webinar ID: 854 5710 7087</p> <p>Webinar Password: 999999</p> <p><u>After registering, you will receive a confirmation email containing information about joining the meeting.</u></p> <p>NON-MANDATORY SITE VISIT</p> <p>A non-mandatory site visit will be available from 12:00 - 12:30 PM following meeting. The lot will close immediately at 12:30. No questions will be answered at site-visit. Bidders have until the deadline below to submit questions.</p>	<p>MARCH 31, 2021 11:00 A.M.</p>
<p>LAST DAY OF QUESTIONS</p> <p>All questions must be sent via email to gcuevas@cohb.org. All questions will be answered via addendum posted to the City's website: www.cohb.org/solicitations and Demandstar: www.demandstar.com</p>	<p>ALL QUESTIONS MUST BE EMAILED BY APRIL 6, 2021 BY NO LATER THAN 11:00 A.M.</p>

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

<p align="center"><u>DEADLINE FOR RECEIPT OF RESPONSES</u></p> <p><i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is <u>not</u> open every day. For drop off of responses to this Bid the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location below. Access to the building will require time for temperature taking, answering questions and will require face covering. All must plan for obtaining access to the City Clerk's Office without being late. No late responses will be accepted.</i></p>	<p align="center"><u>APRIL 26, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u></p>
<p align="center"><u>BID OPENING</u></p> <p><u>BID OPENING:</u> The City will be opening bids via virtual zoom meeting and at City Hall Commission Chambers.</p> <p><u>Register in advance for the virtual bid opening:</u> https://us02web.zoom.us/webinar/register/WN_TOTFoEBcR5amkj2KpUd2bA Webinar ID: 829 0433 1569</p> <p><u>After registering, you will receive a confirmation email containing information about joining the webinar.</u></p>	<p align="center"><u>April 26, 2021 11:10 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION</u> <u>CHAMBERS</u> <u>400 SOUTH FEDERAL</u> <u>HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p align="center"><u>RESPONSES MUST BE SUBMITTED TO</u></p> <p><u>Bid responses mailed and dropped off to any other Department not received by the City Clerk's Office will be deemed not received.</u></p>	<p align="center"><u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>2ND FLOOR SUITE 204</u> <u>400 S. FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p align="center">CONTRACT AWARD BY CITY COMMISSION – ESTIMATED</p>	<p align="center">TO BE DETERMINED</p>
<p align="center">PROJECT START DATE – NOTICE TO PROCEED ESTIMATED</p>	<p align="center">TO BE DETERMINED</p>

FORMS

Proposing Firm must complete and include all the following forms within the proposal submission on the USB drive.

Minimum Qualification Requirements (MQRs) Form A through Form D, for MQR #1 through MQR # 5 must be met and provided by the proposing firm in order to be determined responsive.

Form A: [MQR #1](#)

Form B: [MQR #2](#)

Form C: [MQR #3](#)

Form D: [MQR #4](#)

[MQR #5](#)

Form E: [This Proposal Submitted by Form](#)

Form F: [Variance Form](#)

Form G: [Legal Proceedings Form](#)

Form H: [Public Entity Crime Form](#)

Form I: [Domestic Partnership Certification form](#)

Form J: [Conflict of Interest Notification Requirement Questionnaire](#)

Form K: [Drug Free Workplace Form](#)

Form L: [Anti-Kickback Affidavit](#)

Form M: [Confidentiality Form](#)

Form N: [Request to Withdraw Proposal Form](#)

Form O: [Reference Form – three \(3\) completed and signed by reference](#)

Form P: [Bid Price Sheet](#)

Form Q: [Unable to submit response](#)

[Addenda, if any.](#)

FORM A: MINIMUM QUALIFICATION REQUIREMENT #1: BID BOND 10%

As per Procurement Code Section 23-12 (2) Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

FORM B: MINIMUM QUALIFICATION REQUIREMENT #2: Bonding Capacity

- a. Provide documentation of Proposing Firm's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.
- b. Proposers shall have a single project bonding capability of 100% of the total bid amount with a surety company with an A.M. Best rating of A- or better.

FORM C: MINIMUM QUALIFICATION REQUIREMENT # 3: Years in Business- Sunbiz:

- a. Bidder must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2015** or earlier.

FORM D: MINIMUM QUALIFICATION REQUIREMENT # 4: Proposing Firm Contractor Licenses:

- a. Bidder must be licensed as a **Certified General Contractor** licensed by State of Florida Department of Business and Professional Regulations.
<http://www.myfloridalicense.com/dpr/>

AND;

- b. Bidder must have **ACI Concrete Finisher Certification and Pervious Concrete Certification from NRMCA** to construct the pervious concrete portion of the project, at the time of submittal.
<https://www.nrmca.org/certifications/pervious-concrete-contractor-certification-program-applications/>
- c. Bidder **must** provide a copy of the applicable license(s) with Firm's response.

FORM E: MINIMUM QUALIFICATIONS REQUIREMENT (MQR #5): Prime Contractor Previous Experience and Projects:

Proposing firms must address MQR #5 by providing a total of three (3) Forms to submit the information for three (3) contracts in the form below. Make copies of the form below and submit 3 with the information as required. Label each table for each project as required # 1 through #3.

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

Name of Project:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month: Year:
Date when Project was completed:	Month: Year:
Was your Firm the Prime Contractor that was awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <u>must have completed</u> and provide proof of three (3) Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <u>Prime Contractor</u>.</p> <p>b. Bidder must detail experience that explains work completed with lighting, landscape/irrigation, and parking lot or roadway construction and restoration.</p> <p>c. At least one project shall include pervious concrete construction and permeable paving system installation.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

FORM E: THIS BID SUBMITTED BY:

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	FAX NUMBER:
DATE OF BID:	
E-MAIL ADDRESS:	
FEDERAL ID NUMBER:	
NAME & TITLE PRINTED:	
SIGNED BY:	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the Bid.

FORM F: VARIANCE FORM

The Proposer must provide and state any and all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through the Board of Directors, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate CRA Staff, the CRA City Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the CRA a CRA Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz.

The fully executed Agreement will be required to be returned to CRA within five (5) business days from receipt. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award. The Project Manager will manage the execution of the agreement process.

Variances requested to either the Bid, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.



FORM G: LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

- a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

I, _____,
Name of Authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature of Authorized Officer per SunBiz

Print Name of Authorized Officer per SunBiz

FORM H: PUBLIC ENTITY CRIME FORM
SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2021

FORM I: Domestic Partnership Certification Form

This form must be completed and submitted with Firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- ☐ 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - ☐ The Firm's price for the contract term awarded is \$50,000 or less.
 - ☐ The Firm employs less than five (5) employees.
 - ☐ The Firm does not provide benefits to employees' spouses nor spouse's dependents.
 - ☐ The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - ☐ The Firm is a government entity.
 - ☐ The contract is for the sale or lease of property.



- ☐ The covered contract is necessary to respond to an emergency.
- ☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____, _____
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature _____

Print Name _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF

_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary

Commission expires

Print Name of Notary Public



FORM J: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this Bid.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date



FORM K: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE

BIDDER'S SIGNATURE



FORM L: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



FORM M: CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Bid, Bid Number and Name - Confidential Material".

If the Bidder has Public Records exemptions for this bid, bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Bidder must indicate the particular Legal authority that allows for the exemption, per Florida Statute 119.

Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

If N/A please circle: N/A

I, _____,
Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

Signature Title



FORM N: REQUEST TO WITHDRAW PROPOSAL FORM

Requests to withdraw proposal will be considered if received by the City, via email to gcuevas@cohb.org before deadline for receipt of proposals.

This form must be provided back via email to gcuevas@cohb.org before deadline for receipt of proposals

I, _____,
Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal
for BID # **FY 2020-2021-CRA003 OFF STREET SUSTAINABLE SURFACE PARKING FACILITY.**

Signature Title

Date: _____

Time: _____



FORM O: REFERENCE FORM

(Please refer to MQR # 5)

NOTE THAT THE INFORMATION FOR PROJECTS/CONTRACTS FOR MQR #5 MUST BE SAME AS THE PROJECTS/CONTRACTS PROVIDED FOR FIRM'S REFERENCES.

REFERENCE CHECK FORM			
BID # FY 2020-2021-CRA003 OFF STREET SUSTAINABLE SURFACE PARKING FACILITY			
FIRM NAME(S):			
PROJECT NAME:			
PROJECT START DATE:	MONTH	YEAR	
PROJECT COMPLETED DATE:	MONTH	YEAR	
NAME OF CONTRACTOR THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:			
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:			
Name of reference:		Phone:	
Title of reference:		E-mail Address:	
Company/Employer:			

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information about the level of commitment of the Contractor to your Project. Did the Contractor devote the time, and personnel necessary to successfully complete the entities needs?

OFF STREET SUSTAINABLE SURFACE PARKING FACILITY

2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

--

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

--

4. Provide detail information about the Firm's success at minimizing any issues.

--

5. Provide detail what type of service the Firm provided? How satisfied are you with the end result?

--



6. What was the value of the Project?

--

7. Would you consider this Firm for this type of work in the future?

--

ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____

FORM P: BID PRICE SHEET

Ensure to complete and provide bid price sheet.

FORM Q: UNABLE TO SUBMIT RESPONSE FORM

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If you're Firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to procurement_department@cohb.org.

HAVE RECEIVED THE BID

(COMPANY NAME)

UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:
TITLE:
STREET ADDRESS: (OR)
CITY:
STATE: ZIP CODE:
TELEPHONE/AREA CODE: ()
EMAIL ADDRESS:
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
CITY OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2020-2021-CRA003
OFF STREET SUSTAINBLE SURFACE PARKING FACILITY



CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of _____, 2021 (the “Effective Date”), by and between the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “HBCRA”) having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009, and _____, a _____ (the “Contractor”) having an address at _____.

RECITALS

1. The HBCRA desires to engage the Contractor for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. General Intent. The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Contractor to the HBCRA of all necessary equipment, labor, materials and expertise to carry out and complete the project related to ITB # FY _____ awarded by Resolution No. 2021-00__, as set forth in the ITB Document and Contractor’s proposal attached hereto as Exhibit “A” and by this reference made a part hereof (the “Scope of Work”). The parties acknowledge and agree that the Scope of Work contains certain terms and conditions that are incorporated into this Agreement; provided, however in the event there is any conflict between the terms and conditions of this Agreement and the Scope of Work, the terms and conditions of this Agreement shall control. The Scope of Work includes the plans and specifications more particularly described as _____ and are included in the Scope of Work for all intents and purposes hereunder. The “Contract Documents” consist of this Agreement and all schedules, exhibits and amendments hereto, the Scope of Work, the plans and specifications, shop drawings, all change orders and addenda, if any, the Contractor’s bid or portions of addenda relating to bidding requirements, if any, including electronic files, tapes and discs.

2. Services and Responsibilities

2.1 Contractor hereby agrees to perform the services described and for the fee set forth in the Scope of Work. The Contractor shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Scope of Work. The Scope of Work shall generally be performed at the direction of the HBCRA and completed and completed within _____ (____) days from the issuance of a Notice to Proceed by the

HBCRA to the Contractor (the "Term"). Time is of the essence in the performance of all obligations within the Term. Final Completion of the Scope of Work shall be completed prior to the expiration of the Term and the failure of the Contractor to do so shall be a material default under this Agreement. "Final Completion" shall mean (a) the Scope of Work has been fully completed including all punch list items substantially in accordance with plans and specifications, (b) all final certificates of occupancy (or their equivalent) all other certificates, licenses, consents and approvals required for the permanent occupancy, use and operation of the Project shall have been issued or obtained from the appropriate governmental authorities, (c) all construction costs and other costs and expenses incurred in connection with the Scope of Work including punch list items have been paid in full or bonded, (d) all contractor certificates and final waivers of lien for the Scope of Work have been obtained, and (e) all record drawings and electronic files have been delivered to the HBCRA. [Additionally, the failure to achieve Final Completion by the end of the Term shall result in the Liquidated Damages of _____ and 00/100 Dollars (\$_____) per diem for each and every after the expiration of the Term until Final Completion is achieved, and the Contractor hereby authorizes the HBCRA to charge and deduct from any fees owed to Contractor any such Liquidated Damages.] In the event of any delay caused or claimed by the Contractor to be caused in whole or in part by the HBCRA, an extension of time shall be the Contractor's sole remedy and the Contractor hereby waives any claims for delay damages.

2.2 Contractor hereby represents and warrants to the HBCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses to perform the Scope of Work as a general contractor including, but not limited to, a General Contractor's License issued by the State of Florida, as well as any licenses required by the State of Florida, Broward County and the City of Hallandale Beach.

2.3 Any work performed by the Contractor that fails to meet the requirements of this Agreement, or otherwise is defective or contains errors, conflicts, or omissions, will be promptly corrected by the Contractor at no cost to HBCRA. The Contractor will promptly reimburse HBCRA for any and all damages, including fines and incidental damages, without limitation, resulting from the defective work.

2.4 The Contractor shall perform the Scope of Work in a manner that complies with any governing codes, laws, or ordinances including the Florida Building Code. Although the HBCRA shall review all work completed by the Contractor, the HBCRA shall not be responsible to the Contractor for any failure to comply with any governing codes, laws, or ordinances including the Florida Building Code.

2.5 The Contractor shall maintain one record set of all plans and specifications in good order and marked currently to record all changes made during construction and an accurate location of all portions of the work sufficient to prepare accurate as-built plans and specifications. The as-built plans and specifications shall provide as much accuracy as possible, and submission of same to HBCRA upon Final Completion shall be a condition precedent to the final payment.

2.6 Contractor shall report to the HBCRA Executive Director or his designee. During the conduct of the performance of its services, Contractor shall schedule regular meetings with the HBCRA Executive Director or his designee to discuss the progress of the Scope of Work. The Contractor shall provide written progress reports and a final report to the HBCRA setting forth status and completion of milestones as well as other performance measures demonstrating

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Contractor's compliance with this Agreement and the Scope of Work as directed by the HBCRA Executive Director or his designee.

2.7 Contractor hereby represents to the HBCRA, with full knowledge that HBCRA is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement. Contractor shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

2.8 The Contractor shall pay when due all sales, consumer, use, and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Scope of Work.

2.9 The Contractor may not substitute general or specified construction materials of like quality without the written consent of the HBCRA in each instance. Contractor shall make no modifications to dimensions, within normal construction tolerances, without prior written consent from the HBCRA in each instance.

2.10 The Contractor warrants to the HBCRA that materials and equipment furnished under this Agreement will be of good quality and new, that the Scope of Work will be free from defects not inherent in the quality required or permitted, and that the Scope of Work will conform to the requirements of the Contract Documents and applicable laws. Any portion of the Scope of Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All defective portions of the Scope of Work shall be replaced or repaired at Contractor's sole cost and expense.

2.11 Contractor agrees to repair, at Contractor's own cost and expense for a period of one (1) year from the date of Final Completion, any portion of the Scope of Work that may prove within the one (1) year period of time, to be defective in accordance with the standards of construction prevailing in Broward County, Florida.

2.12 Upon Final Completion and as a condition to the final payment, Contractor shall deliver to the HBCRA all manufacturer's warranties, if any, covering the consumer products to be conveyed to the HBCRA herein.

2.13 The Contractor represents that he has carefully examined the plans and specifications, that the Contractor has made any and all investigations essential to a full understanding of any difficulties which may be encountered at the site. Execution of this Agreement shall constitute acceptance by the Contractor of existing site conditions as a part of the requirements for this Scope of Work; it being expressly understood and agreed that the Contractor shall not be entitled to any additional compensation and/or fees for any pre-existing conditions including, but not limited to, concealed or unknown conditions at the Project site which may in any way affect the Scope of Work. Contractor has specifically examined the Project site and affirms that it is fit to receive the Scope of Work.

2.14 Before commencing the Scope of Work, the Contractor shall execute and record in the public records of Broward County, a payment and performance bond in compliance with the requirements of Section 255.05, Florida Statutes (the "Payment and Performance Bond").

3. Relationship of the Parties. The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the HBCRA to cooperate with the HBCRA and exercise the Contractor's skill and judgment in furthering the interests of the HBCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the HBCRA's interests. The HBCRA agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of this Agreement.

4. Compensation and Method of Payment

4.1 Compensation for the services provided by Contractor to the HBCRA shall be based on the fee provided in the Scope of Work, which fee shall not exceed _____ and 00/100 Dollars (\$_____) (the "Fee"). The Fee represents and contains all amounts due and payable for the services provided by Contractor as set forth in the Scope of Work including any out of pocket and third party costs which may be incurred and/or paid by Contractor. Payment by the HBCRA of the Fee for the Scope of Work performed shall be deemed full compensation to the Contractor for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Scope of Work in excess of the Fee, such amounts shall be the sole responsibility of Contractor; it being acknowledged and agreed that the not to exceed amount for the Scope of the Work shall be the maximum amount the HBCRA shall be required to pay for the Scope of Work unless the such amount was increased or decreased by a change order pursuant to Section 5 below.

4.2 Contractor shall submit to the HBCRA written invoices upon completion of each task listed in the Cost Proposal from Contractor's proposal no more often than on a monthly basis. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the HBCRA. Notwithstanding the foregoing, as a condition to each progress payment, the Contractor shall have furnished HBCRA with a partial lien waiver and release signed by Contractor, conditioned upon payment, for all work performed that is included in the current invoice, in the form set forth in Florida Statutes Chapter 713, and shall have furnished HBCRA with partial lien waivers and releases signed by all persons or entities giving Notice to Owner for the furnishing any labor or material, equipment, services, and materials for the Project and for all work performed by same that is included in the respective prior invoice. With respect to the procedures for payment, the HBCRA and Contractor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

4.3 There shall be ten percent (10%) retainage held on all subcontracts, labor costs and the Contractor's fee until fifty percent (50%) completion of the Scope of Work. After 50% completion of the Scope of Work and prior to final payment, there shall be a five percent (5%) retainage held on all subcontracts, labor costs and the Contractor's fee; provided, however, there shall be no retainage on material suppliers. The HBCRA may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute

255.078(6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the HBCRA or Contractor.

4.4 Final payment, constituting the entire unpaid balance of the amount owed to Contractor including retainage, shall be made by the HBCRA to the Contractor following Final Completion and when: (a) the Contractor has fully performed the Scope of Work and the CRA has accepted the Scope of Work including all punch list items and correction of any defects identified by the CRA; (b) a final certificate of occupancy or its equivalent has been issued by the applicable governmental authorities; and (c) a final invoice has been submitted by Contractor and reviewed and approved by the HBCRA. Notwithstanding the foregoing or anything in this Agreement to the contrary, neither any progress payment or the final payment shall be due or owing to the Contractor until all of the requirements of this Agreement and Chapter 713, Florida Statutes, have been satisfied.

5. Changes in Scope of Work. HBCRA may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the HBCRA Board of Directors.

6. Termination.

6.1 Termination by the Contractor. The Contractor may terminate the Agreement if the HBCRA fails to make a payment as required by the Agreement followed by written notice thereof from Contractor to HBCRA and HBCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Contractor terminates the Agreement as set forth in the previous sentence, the Contractor shall be entitled to recover from the HBCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Contractor for any reason other than HBCRA's nonpayment shall be void thereby entitling the HBCRA to its rights and remedies available at law and in equity.

6.2 Termination by the HBCRA for Cause. The HBCRA may terminate this Agreement if the Contractor:

6.2.1 Persistently or repeatedly refuses or fails to follow HBCRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of this Agreement.

When any of the above reasons exist, the HBCRA may without prejudice to any other rights or remedies and after giving the Contractor seven (7) days' written notice, terminate this Agreement and the employment of the Contractor. The Contractor shall not be entitled to receive payment for

the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the HBCRA at law or in equity, the Contractor shall be liable to HBCRA for all reasonable excess completion costs and costs to correct as a result of said termination including, but not limited to, monetary damages and attorneys' fees and costs. Any amounts owed by the Contractor to the HBCRA pursuant to the previous sentence may be offset and credited by the HBCRA against any payments owed by the HBCRA to the Contractor at the time of termination.

6.3 Termination by the HBCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, HBCRA shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement without penalty or liability by providing the Contractor with seven (7) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Contractor shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Contractor's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement.

6.4 Waiver of Consequential and Punitive Damages. Contractor acknowledges and agrees that Contractor shall not be entitled to, and hereby waives any claims for consequential or punitive damages in connection with the termination of this Agreement by either the Contractor or the HBCRA as set forth in Sections 6.1, 6.2 and/or 6.3 above, as well as in connection with, arising from or related to any other matter whatsoever between the parties including, but not limited to claims, lawsuits, arbitrations and mediations.

7. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of the Scope of Work and thereafter for the period of the applicable Statute of Limitations and applicable Statute of Repose the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as HBCRA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Builder's Risk Insurance (including flood insurance). Contractor agrees that during any period of construction of improvements upon the Project site insuring such improvements against all casualties on a progressively insured basis for not less than 100% of the replacement cost.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability

Contractor's Pollution Legal Liability. Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate... The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Errors & Omissions Liability. Contractor agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate... The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Additional Insured. Contractor agrees to endorse HBCRA as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Builders Risk Insurance (including flood insurance) and Commercial General Liability. The Additional Insured shall read "Hallandale Beach Community Redevelopment Agency"

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide HBCRA a Certificate(s) of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse HBCRA as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

Right to Revise or Reject HBCRA reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage’s and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, HBCRA reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

8. Indemnification. In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees the Contractor agrees, to indemnify, protect, defend, and hold harmless the HBCRA its members, managers, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney’s fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Scope of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Contractor’s indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the HBCRA with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Scope of Work shall hereby be interpreted as the parties’ intention for the indemnification clauses and the Scope of Work to comply with Chapter 725, Florida Statutes, as may be amended.

9. Weather.

9.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

9.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

10. Permits, Licenses and Impact Fees.

10.1 Except as otherwise provided within any supplemental conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the Contractor pursuant to this Contract shall be secured and paid by the Contractor. It is the Contractor's responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.

10.2 Impact fees levied by any municipality and/or county shall be paid by the Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality and/or county as evidenced by an invoice or other acceptable documentation issued by the municipality and/or county. Reimbursement to the Contractor in no event shall include profit or overhead of the Contractor.

10.3 Necessity of complying with permit requirements. Contractor and the HBCRA agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve Contractor of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

11. "Or Equal" Clause.

11.1 Whenever a material, article or piece of equipment is identified in the Scope of Work including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the HBCRA, equal in substance, quality and function.

11.2 HBCRA will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the HBCRA's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. HBCRA may require Contractor to furnish at Contractor's expense a special performance bond or other surety with respect to any substitute.

12. Defective Work.

12.1 HBCRA shall have the authority to reject or disapprove work which it finds to be defective. The Contractor shall promptly either, as directed, correct all defective work or remove it from the site and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

12.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly without cost to the HBCRA, after receipt of written notice from the HBCRA to do so.

Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.

12.3 Should the Contractor fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract Documents with the time indicated in writing, the HBCRA shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the HBCRA in which the Contractor has failed or refused to make shall be paid for out of any monies due or which may become due to the Contractor, or may be charged against the Payment and Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and to declare this Agreement forfeited, in which case the HBCRA at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Payment and Performance Bond. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

12.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

13. Subcontracts.

13.1 The Contractor shall, within fifteen (15) calendar days after the signing of the Agreement, notify the HBCRA in writing of the names of subcontractors (each a "Subcontractor" and collectively the "Subcontractors") proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The Contractor shall have a continuing obligation to notify the HBCRA of any change in Subcontractors.

13.2 Contractor shall not employ any Subcontractor against whom HBCRA may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

13.3 The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by its Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the HBCRA or any obligation on the part of the HBCRA to pay or to see the payment of any monies due any Subcontractor. The HBCRA may furnish to any Subcontractor evidence of amounts paid to the Contractor on account of specific work performed.

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

14. Damage to Existing Facilities, Equipment or Utilities.

14.1 Contractor shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Fee.

14.2 During construction of buildings and/or during improvements, Contractor covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by Contractor in accordance with this Agreement, Contractor shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for delays permitted by this Agreement only; provided insurance funds are made available to Contractor for such repair or rebuilding, in which event Contractor shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. Contractor shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. Contractor shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

15. Monitoring Reports. Contractor shall provide the HBCRA, in a format reasonably acceptable to the HBCRA and Contractor, information, data and reports to be used by the HBCRA in monitoring Contractor's performance in carrying out the Scope of Work.

16. Differing Site Conditions.

16.1 In the event that during the course of the work the Contractor encounters subsurface or concealed conditions at the project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and any supplementary conditions; or unknown physical conditions of the project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, Contractor shall, within twenty-four (24) hours of their discovery, notify the HBCRA in writing of the existence of the aforesaid conditions. HBCRA shall, within two (2) business days after

receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the HBCRA, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, HBCRA shall recommend an equitable adjustment to the Fee, or the Term, or both. If HBCRA and Contractor cannot agree on an adjustment in the Fee or Term, the adjustment shall be referred to City Engineer for determination in accordance with the provision for resolving disputes. Should City Engineer determine that the conditions of the project site are not so materially different to justify a change in the terms of the Agreement, City Engineer shall so notify Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

16.2 No request for an equitable adjustment or change to the Fee or Term for differing site conditions shall be allowed if made after the date of Substantial Completion.

17. Resolution of Disputes.

17.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the City Engineer shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and City Engineer's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 17.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of HBCRA and Contractor shall be submitted to City Engineer in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, City Engineer shall notify Contractor in writing of City Engineer's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless City Engineer requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the City Engineer and the HBCRA pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor and HBCRA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

17.2 In the event the determination of a dispute under this Section 17 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Fee adjustment or Term adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under applicable law. This Section 17 is not intended to, nor shall it, limit the HBCRA's rights under the City's False Claims Ordinance.

18. Nondiscrimination, Equal Opportunity and Americans with Disabilities Act.

18.1 Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by HBCRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Contractor shall comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

18.2 Domestic Partner Benefits Requirement. Contractor certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

Contractor shall comply with the applicable provisions of this Section 18.2.

- (i) The Contractor certifies and represents that it will comply with this Section 18.2 during the entire Term.
- (ii) The failure of the Contractor to comply with this Section 18.2 shall be deemed to be a material breach of the Agreement, entitling the HBCRA to pursue any remedy stated below or any remedy provided under applicable law.

- (iii) The HBCRA may terminate the Agreement if the Contractor fails to comply with this Section 18.2.
- (iv) The HBCRA may retain all monies due or to become due until the Contractor complies with this Section 18.2.

19. Audit Right and Retention of Records.

19.1 HBCRA shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the Scope of Work. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Work. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor, as applicable, shall make same available at no cost to HBCRA in written form.

19.2 Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by HBCRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by HBCRA to be applicable to Contractor's and its Subcontractors' records, Contractor and its Subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its Subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for HBCRA's disallowance and recovery of any payment upon such entry.

19.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section 19.

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 HBCRA SECRETARY AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: HBCRA SECRETARY, HALLANDALE BEACH, FL 33009.

20. Miscellaneous.

20.1 Ownership of Documents. All plans, specifications, shop drawings, as well as any and all documents prepared by the Contractor pursuant to or in connection with this Agreement are and shall remain the exclusive property of the HBCRA. Upon request of the HBCRA and/or upon the termination or completion of this Agreement, Contractor shall promptly deliver to the HBCRA all or any portion of the above referenced documents including all electronic files, tapes and discs relating thereto. Contractor further acknowledges that HBCRA may post

any of such documents on the HBCRA's website. Such documents may be posted by HBCRA without the prior authorization of Contractor. No additional fee or compensation will be paid to Contractor by HBCRA for such posting.

20.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Agreement and not the HBCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the HBCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Contractor and the HBCRA and the HBCRA will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20.3 Assignments; Amendments.

20.3.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of HBCRA, which consent may be withheld by the HBCRA in its sole and absolute discretion. This Agreement shall run to the HBCRA and its successors and assigns.

20.3.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the HBCRA Board of Directors.

20.4 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the HBCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.5 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email)



provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Contractor and the HBCRA designate the following as the respective places for giving such notice:

HBCRA: Jeremy Earle, Executive Director
Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach, FL 33009
Telephone No. (954) 457-1300
Facsimile No. (954) 457-1454

Copy to: Steven W. Zelkowitz
HBCRA Attorney
Spiritus Law LLC
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, FL 33134
Telephone No. (305) 407-1937
Facsimile No. (305) 204-9129

Contractor: _____

Telephone No. _____
Facsimile No. _____

20.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20.8 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

20.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

20.10 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Broward County.

20.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the HBCRA and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

20.12 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the HBCRA or Contractor.

20.13 Ethics Requirements. Contractor is responsible for educating itself on, and complying with, the various ethics and conflict of interest provisions of Florida law, Broward County Ordinance and City Code.

20.14 No Liens. Contractor shall take all action necessary to prevent any liens from being recorded against the property upon which the Scope of Work is being performed; provided; however, in the event any person including but not limited to, a subcontractor records a lien against such property arising from the Contractor's performance or non-performance, payments due the Contractor shall be withheld in such amounts as the HBCRA, in its sole discretion, deems sufficient to completely protect and indemnify the HBCRA from any loss, damage or claim (including attorneys' fees and costs) until the conditions requiring such measures have been completely remedied by the Contractor to the satisfaction of the HBCRA. The Contractor shall, within twenty (20) days of notice of the filing of any such lien, satisfy such lien or shall provide proper bonds to remove the lien from the property pursuant to Florida Law. If the lien or other condition is not remedied by the Contractor within this period of time, the HBCRA may, at his option, proceed to satisfy the lien from the funds held by the HBCRA and then deduct such amounts from any payments due or becoming due to Contractor. Alternatively, the Contractor shall reimburse the CRA for all sums so expended to remove the lien to the extent the expenditure exceeds the amount held by the CRA.

20.15 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

20.16 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes.

20.17 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

20.18 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

20.19 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

20.20 Extension of Time as Sole Remedy. Except as may be expressly set forth in this Agreement, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE HBCRA BY REASON OF ANY DELAYS. The Contractor shall not be entitled to an increase in the Fee or payment or compensation of any kind from the HBCRA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the HBCRA or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Term as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20.21 Conflicts. In the event of any conflicts between obligations and/or terms of the Contractor set forth in this Agreement, the more stringent terms shall apply.

21. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

22. FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD, 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399, PHONE: (850) 487-1395.



IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR:

By: _____
Name: _____
Title: _____

Dated: _____, 2021

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Jeremy Earle
Executive Director

ATTEST:

By: _____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Spiritus Law LLC
HBCRA Attorney

Exhibit “A”

Scope of Work

I. SUBMISSION AND RECEIPT OF BIDS

1. Bids to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Bids having any erasure or corrections **MUST** be initialed by the Bidder in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the CRA by all prospective Proposers. The CRA reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach CRA.

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the CRA's staff including, but not limited to, the Executive Director/City Manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefore;

- (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and board of directors/commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the Executive Director/City Manager presents his/her written recommendation to the board of directors/city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney/CRA Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The executive director/city manager shall make available to the mayor and the board of directors/city commission all documents reviewed by the evaluation committee for the top three ranked responders.

- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and executive director/city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; board of directors/city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the board of directors /city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the board of directors/city commission for further deliberation. In the event the board of directors/city commission decides to reject all bids, then the cone of silence shall be lifted.
 - (3) Executive Director/City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the executive director/city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the executive director/city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

2. SPECIAL ACCOMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

3. CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid Street Surface Parking Facility - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

A requirement for City of Hallandale Beach CRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach CRA, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All Firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the CRA/City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The CRA/City may terminate the Contract if the Contractor fails to comply with this section.

- (iv) The CRA/City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The board of directors/city commission waives compliance of this section in the best interests of the CRA/City, including but not limited to, the following circumstances:
 - 1. Where only one (1) solicitation response is received.
 - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

5. LOBBYIST REGISTRATION:

Annual registration. Every lobbyist shall file a registration form with the City Clerk's Office. The registration form requires the Lobbyist to state under oath the lobbyist's name, business address, the name and business address of each party, person, principal, and/or client represented on cra/city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the CRA/City, and the general and specific areas of lobbyist interest in any CRA/City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty (\$50.00) Dollars.

6. SCRUTINIZED COMPANIES:

The CRA/City, entering into a contract for goods or services or renewed on or after July 1, 2011, can terminate such contract at the option of the CRA/City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

7. PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain Firm for acceptance by Board of Directors/City Commission until such time as the Board of Directors/City Commission approves award of contract.

8. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. CRA/City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the CRA/City, and to defend, indemnify, by Counsel chosen by the CRA/City Attorney, the CRA/City and CRA/City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CRA's/City's treatment of records as public records.

9. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this RFP made prior to the time



and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The CRA/City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the CRA/City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the CRA/City's webpage <http://www.cohb.org/solicitations>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the CRA.

10. PERFORMANCE:

It is the intention of the CRA to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the CRA. The CRA reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or CRA residents.

The City, in its absolute discretion, will consider a Vendor's prior performance on any City of Hallandale Beach contracted project to determine if the Vendor has completed prior contracted projects in a timely fashion and/or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner.

11. DELIVERY:

Time is of the essence. CRA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

12. DEFAULT PROVISION:

In case of default by the successful Firm the CRA may procure the products or services from other sources and hold the Firm responsible for any excess cost occasioned or incurred thereby.

13. COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the CRA harmless from any and all liability, loss, or expense occasioned by any such violation.

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

14. TAXES:

The CRA/CITY is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

15. FAILURE TO SUBMIT PROPOSAL:

If your Firm does not submit a proposal, please return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the CRA mailing list, otherwise, your Firm's name will be removed from the CRA's bid mailing list.

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the CRA Board of Directors of the City of Hallandale Beach CRA, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CRA may take such action as it deems appropriate, including legal action, for damages or specific performance.

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto City of Hallandale Beach CRA property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the CRA occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal. City will verify if Contractor has any Osha violations, if applicable to solicitation.

18. RESERVATION FOR REJECTION AND AWARD:

The CRA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The CRA also reserves the right to award the contract on such material the CRA deems will best serve its interests.

The CRA also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the CRA/CITY reserves the right to cancel any contract by giving thirty (30) days written notice. **The CRA reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the CRA.**

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The CRA reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

The Executive Director/City Manager shall have the authority to recommend to the board of directors/city commission award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The Board of Directors/City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the executive director/city manager shall have the authority to recommend to the board of directors/city commission award of contracts.

19. OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

20. INSPECTION OF FACILITIES / SITE VISIT:

A non-mandatory site visit will be available from 12:00 - 12:30 PM following meeting. The lot will close immediately at 12:30 PM. No questions will be answered at site-visit. Bidders have until the deadline below to submit questions.

21. BIDDER'S COSTS:

The CRA shall not be liable for any costs incurred by proposers in response to the ITB.

22. UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor/Firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

24. PROTEST PROCEDURES:

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

- (4) Costs - All costs accrued from a protest shall be assumed by the protestor.
- (5) Authority to resolve protests
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) Special Magistrate
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

25. QUALIFICATIONS OF BIDDERS:

Bidders shall be considered only from Firms normally engaged in performing the type of work specified within the ITB Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the CRA/City. In determining a Proposer's responsibility and ability to perform the contract, the CRA/City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The CRA/City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Contractor to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

26. CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach/CRA Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors/City Commission prior to entering into a contract with the CRA.

27. SAMPLE FORM CONTRACT:

The City's Form Contract is included as part of this solicitation. Submission of a response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Bidder.

28. AWARD OF CONTRACT:

The City exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the City to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid.

Services will be authorized to begin when the awarded Firm(s) receives, as appropriate a fully executed contract, a notice to proceed and a purchase order indicating encumbrance of funds.

29. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. Click to access [2009.002 Expanded Polystyrene \(Styrofoam\) Administrative Policy](#).

30. FALSE CLAIMS ORDINANCE NO. 2018-22:

The City of Hallandale Beach Code of Ordinances, Chapter 19, Article V, False Claims (Ordinance No. 2018-22) was approved by City Commission on August 15, 2018. The False Claims Ordinance purpose is to deter persons from knowingly causing or assisting in causing the City to pay false claims, and to provide remedies for obtaining damages and

civil relief for the City if a false claim is sought or obtained from the City. Click link to access [False Claims Ordinance No. 2018-22](#).

31. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:

Contractor must comply with all applicable Federal law, regulations, executive order, FEMA policies, procedures and directives. The applicable procurement standards must be in met in accordance with all 2CFR guidelines: The applicable procurement standards must be in met in accordance with all 2CFR guidelines: • General procurement standards (2 C.F.R. Part 200.318). • Competition (2 C.F.R. Part 200.319). • Methods of procurement (2 C.F.R. Part 200.320). • Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321). • Procurement of recovered materials (2 C.F.R. Part 200.322). • Contract cost and price (2 C.F.R. Part 200.323). • Awarding agency and pass-through entity review (2 C.F.R. Part 200.324). • Bonding requirements (2 C.F.R. Part 200.325). • Contract provisions (2 C.F.R. Part 200.326 and Appendix II).

CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE

How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

The City of Hallandale Beach has a Hallandale Beach Local Vendor Preference (CHBLVP). The CHBLVP is not a requirement for this Bid. However, if the Proposing Firm itself or the Proposing Firm's subcontractor(s) qualify as a Hallandale Beach Local Vendor, read below to make the determination of how to do that, in order to receive the Hallandale Beach local vendor preference consideration. The Proposer must identify all Hallandale Beach local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:

In order to grant the Local City of Hallandale Beach Vendor preference, the Firm must submit the specified paper work/documents stated below and must provide the submittal of the LVP labeled as Attachment A with all the following requirements for the Firm(s), letters a-d below.

Firm must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Attachment A. The submittal must include all of the following:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The dollar value of work as a percentage (%) of the total project work which equals to the cost/value which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service/element of work, or direct labor or a bona fide service that Local Vendor will provide to the project. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible

for performing and the dollar value of work as a percentage of the total contract value.

Tier 1 LVP:

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid Business Tax Receipt issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

Documentation to provide to receive LVP Tier 1:

Business Tax Receipt (BTR) from Hallandale Beach:

The valid Business Tax Receipt shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of Business Tax Receipt must be submitted with response to the solicitation.

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.

A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

Tier 2 LVP:

A Tier 2 "local City of Hallandale Beach vendor" shall mean a business within the City limits that has a valid Business Tax Receipt issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid Business Tax Receipt shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 2:

Business Tax Receipt (BTR) from Hallandale Beach:

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of Business Tax Receipt

must be submitted with response to the solicitation. The valid Business Tax Receipt shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Tier 3 LVP:

A Tier 3 “local City of Hallandale vendor” shall mean a resident which has a valid homestead from Broward County Property Appraiser’s in the City’s limits at least one (1) year prior to the bid or proposal due date. Additionally, the resident owns a business outside of the City limits. The valid Business Tax Receipt shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the Business Tax Receipt must be submitted with response to the solicitation.

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser’s in the City’s limits must be provided with the submission. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation.

Business Tax Receipt (BTR) for the business from City business is conducting business:

Proof of the Business Tax Receipt from business outside City limits must be submitted with response to the solicitation. A valid Tax Receipt from the City in which the business is located must be provided with the submission. The Business Tax Receipt must have been issued at least one (1) prior to the bid or proposal due date.

Process to apply the Local Vendor Preference (LVP) to a Bid response.

The Procurement Department will review the submission of Attachment A by the proposer and review of the proper documentation that has been submitted for the requested LVP tier, as well as, all requirements for the LVP. If the complete information/documentation/paperwork has been provided by the proposer the following process below will apply.

Process to apply the LVP to a Bid response having provided all items required

Conditions:

- (1) A vendor/business can only qualify for one tier preference level.

- (2) A vendor/business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Tier 1—3 status.
- (3) A vendor/business that operates through a post office box shall not be eligible to qualify for Tier 1-3.

Process to apply the LVP to bids:

- (1) *Competitive Bid Tier 1 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1 local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.
- (2) *Competitive Bid Tier 2 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.
- (3) *Competitive Bid Tier 3 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a Tier 1 local vendor and a Tier 2 local vendor and a Tier 3 local vendor participating in the same Bid solicitation and the three vendors qualify to submit a second Bid as detailed above, the Tier 1 local vendor will be given first option.

If the Tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest bid received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor cannot match the lowest bid received, then the bid will be awarded to the lowest bidder regardless of tier 1, tier 2 or tier 3 local vendor preference.

If multiple local vendors submit bids which are within ten percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the

lowest bid received in the original solicitation. If no tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with tier 2 and tier 3 local vendors who have submitted a bid which is within two and one-half percent of the lowest bid. If no tier 1, tier 2 or tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the tiers.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- a) The proposer, either directly, or through any other company or Firm owned or controlled by the proposer.
- b) Any nonlocal business.
- c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a Firm whose employees perform none of the direct labor or service activities specified in the contract.
- d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.