



INVITATION TO BID

**Stucco Project
Hampton Pines Park
BID # 17-01-366**

January 4, 2017

**City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900**



Date: January 4, 2017

ITB NO. 17-01-366

**INVITATION TO BIDS
BID 17-01-366**

ALL PROSPECTIVE BIDDERS:

The City is requesting sealed bids for Hampton Pines Park stucco project for the City of North Lauderdale. Sealed Bids, addressed to the Purchasing Agent of the City of North Lauderdale, Broward County, Florida, will be received in the Office of the City Clerk, 701 SW 71st Avenue, North Lauderdale, Florida 33068 until **10:00am local time, Wednesday, January 25, 2017** for:

Stucco Project - Hampton Pines Park

The work at Hampton Pines Park will consist of:

- Repair Damaged Exterior Wood
- Stucco Exterior of Buildings at Hampton Pines Park

Bid documents may be obtained from the Office of the City Clerk located at 701 SW 71st Avenue, North Lauderdale, from 8:30 a.m. to 5:00 p.m., telephone number 954.722-0900, the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Jean Joinville, Purchasing and Accounting Coordinator via email at jjoinville@nlauderdale.org. There is no charge for the documents. The bid documents contain the specifications.

ON-SITE PRE-BID MEETING:

A mandatory pre-bid meeting will be held on Friday, January 13, 2017. Interested Contractors are to meet at Hampton Pines Park, 7900 Hamptons Blvd, North Lauderdale, FL 33068 at 9:00am. Due to the complex nature of this project, it is mandatory for contractors to attend pre-bid meeting for a clear understanding of the scope of this project.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the bidder who submits the bid judged by the City to be the most advantageous, responsible, and most responsive.

Patricia Vancheri, City Clerk



GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

QUALIFICATIONS OF BIDDERS – No bids will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the City, or who has deemed irresponsible or unreliable to the City. Contractor must be licensed in Broward County. Copy of license must be included in signed agreement if awarded a contract.

PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, bids or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening bids. After bids are opened, the bidders shall abide by the decision of the City as to such interpretation.

ADDENDA AND INTERPRETATIONS – No oral interpretation will be made to any Bidder as to the meaning of the Bid/Contract Documents. Any inquiry or request for interpretation received by the Purchasing Coordinator before 4:00pm Friday, January 20, 2017, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid meeting (if applicable) and uploaded to www.nlauderdale.org and www.demanstar.com. Each Bidder shall acknowledge receipts of such addenda in the space provided on the form.

In case any Bidder fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her bid will constitute acknowledgement and the submission of his/her bid will constitute acknowledgement of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she received all addenda issued before bids are opened.

LEGAL CONDITIONS – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

HOW TO SUBMIT BIDS – Each bid and its accompanying statements must be made in the blanks provided on the respective forms. The forms must be submitted in good order and with all the blanks filled in. The forms must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, City of North Lauderdale, Florida, 2nd Floor, City Hall, and must be properly marked with the following identification ITB # 17-01-366: Hampton Pines Park Stucco Project together with the name and address of the submitter and a statement as to its contents. The bid must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. All bids shall be mailed or hand delivered to the Purchasing Agent at the address given, by the date and time set forth herein.



FILLING IN BIDS – All prices must be written in the bid and also stated in the figures, and all bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

CAUSES FOR REJECTION – No bid will be canvassed, considered or accepted which, in the opinion of the City is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.

REJECTION OF BIDS – The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After the expiration of the period for receiving bids, no bid can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next higher bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of Michael Sargis, Director of Parks and Recreation, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager. Under no circumstance will work be performed on Sunday's. Contractor is to coordinate work schedule with the City of North Lauderdale Project Manager.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the Parks and Recreation Department and City Clerk's Office of the City of North Lauderdale.

TERMS OF CONTRACT – The contract term shall be **90** calendar days from issuance of "notice to proceed". Once work begins, contractor is to remain on the project continuously until project is completed in a prompt and diligent manner.



MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Schedules.

SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Parks and Recreation.

OWNER MAY STOP THE WORK – If the work performed by the Contractor is deficient, contrary to the bid documents or contract, or the Contractor fails to perform work in such a way that the completed work will conform to the Contract Documents, the owner may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the owner to stop the WORK shall not give rise to any duty on the part of the owner to exercise this right for the benefit of the Contractor or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

PROGRESS PAYMENTS – A Purchase Order will be issued to the successful Bidder based on the Bid price submitted by the Bidder as a result of this Invitation to Bid. The contractor may request payments for work completed at intervals of not more than once a month. The contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Director of Parks and Recreation. Each requisition shall be submitted for approval. The City shall make payment to the contractor within 25 days after approval by the Director of contractor's requisition for payment.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
3. Failure of the contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another Contractor not remedied.

ACCEPTANCE AND FINAL PAYMENT – Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the City shall within ten days make an inspection thereof. If the City finds the work acceptable under the contract and the contract work has been fully performed, payment shall be issued by the City, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, the Contractor shall deliver to the City a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The City may withhold final payment under the same terms and conditions as set forth in Section of Progress Payments.



If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the contractor, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.

QUANTITIES – The City reserves the right to add or delete from the estimated quantities listed in the bid.

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The City of North Lauderdale will award payment at the conclusion of the work, and upon full acceptance.



EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract term will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, "Excusable Inclement Weather Delays", as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather, or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.
- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

CONSULTANT DISCLOSURE – The City of North Lauderdale may engage a private, independent consultant to assist with this procurement. The consultant is not a member of the City's Selection Committee and will not evaluate bids submitted in response to the ITB. Neither the consultant, nor any of its agents or employees, is eligible to submit a bid in response to this ITB.



INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the City with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

Protect, defend, indemnify and hold harmless the City of North Lauderdale, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible personal property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any contractor, subcontractor or any of the contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the City may through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the CITY and the CITY's elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.



IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the City with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the City are included as a loss payee and that the carrier waives all rights of subrogation against the City.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the City of North Lauderdale a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A). Name of insurance carrier(s)
- B). Effective and expiration dates of policies
- C). Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D). Duplicate Policy or Certification of Insurance stating that the interests of the City are included as additional insured, and specifying the protection/location.

Such insurance shall apply despite any insurance, which the City may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

In contractor employs subcontractor for any part of the job, the City of North Lauderdale must be notified of subcontractor's name and must receive certificate of insurance from subcontractor naming the City of North Lauderdale as additionally insured for the amounts stated above.



PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Notice to Proceed.

Bid #17-01-366

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with ***Bid #17-01-366 for Hampton Pines Stucco Project***
2. This sworn statement is submitted by _____ whose business address is _____

_____ and (if applicable) its Federal Employer Identification No. (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted or conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a). Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or



income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, _____.

Notary Public

My Commission Expires: _____



BID FORM

The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools and service necessary to perform all work under the bidding schedule and specifications for: The Bids for the Stucco Projects at Hampton Pines Park will be one (1) total project. Based on the bids received, the City will select one (1) vendor to do the work.

SAFETY REQUIREMENTS

1. Contractor shall take all necessary safety precautions with respect to performance of the Stucco project. Contractor shall provide all necessary safety barriers and warning signage in all park areas under his working operation.

If the City of North Lauderdale considers the safety barriers are insufficient and the danger of injury exists, it may, at its sole discretion, immediately stop the work until safety precautions are improved.

PROJECT COMPONENTS

Responsibilities of the Stucco Contractor include the complete stucco system of the facilities outlined including but not limited to:

- Remove and replace all damaged wood exterior – seal all damaged wood before applying Stucco
- Supply Labor and materials for the exterior stucco finish of all buildings covered by this bid including all fenced in areas (scratch, brown and finish coats)
- Supply labor and materials for all corner beads, reveals, plaster stops, wire lath and any component required for the completion of the exterior stucco
- Use corner beads at all corners, windows, doors and openings
- Supply all necessary equipment to perform the work including delivery and distribution of materials
- Apply bonding (blue) to all smooth surfaces
- Safety Equipment as per OSHA standards
- Supply all equipment necessary to perform work
- Cutting and patching as needed
- Clean up and debris removal
- Repair all necessary items on punch list

_____ Total Bid Price

_____ Optional Price to Paint all Buildings



Bidder's Name: _____
Address: _____

Telephone No: _____
By: _____
Print _____
Signature _____

ADENDA

Addendum #1 _____
Signed

Addendum #2 _____
Signed

Addendum #3 _____
Signed

Bidder's Name: _____
Address: _____

Telephone No: _____
By: _____
Print _____
Signature _____



REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
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Agency/Firm Name: _____
Address: _____

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Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

YOUR COMPANY NAME _____
ADDRESS _____

PHONE: _____ FAX: _____
EMAIL: _____



AGREEMENT

This AGREEMENT, made this ____ day of _____, 2017, by and between the City of North Lauderdale, acting herein through its City Manager, hereinafter called "OWNER" and _____, doing business as a _____, located in the City of _____, County of Broward, and the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made performed by the OWNER and CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

All of the terms, conditions, and provisions of **Invitation to Bid # 17-01-366** are incorporated herein by reference and made a specific part thereof.

ARTICLE II

In accordance with the Invitation for Bids the Contractor shall furnish at his own expense all labor, vehicles, materials, tools, and equipment needed to perform the services required by this Agreement and the Invitation for Bids.

The CONTRACTOR further agrees that the "prices as quoted in the Invitation for Bids shall remain constant for the duration of this Agreement.

ARTICLE III

The term of this Agreement shall be **90** calendar days from "notice to proceed."

ARTICLE IV

Upon execution of the agreement, the Contractor must file for and obtain required building permits to the City of North Lauderdale. All permits must be obtained before any work may commence. Contractor will be responsible for all costs related to building permits.

ARTICLE V

Contractor to warrant it's work, both labor and material, against any defects. Installation workmanship is to be guaranteed for one (1) year from project completion date. Material is to be warranted by manufacturer for a minimum of one (1) year. Written proof of manufacturer's warranty to be provided. Any defects in installation or material shall be repaired or replaced at no labor or material charge to the City of North Lauderdale.

ARTICLE VI

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for any cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE VII

Contractor agrees to indemnify and save Owner its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in **Bid #17-01-366** to protect the Owner and its interests from such actions of the contractor or sub-contractors. Contractors further agrees to reimburse Owner for any and all court costs and



other expenses, including reasonable attorney's fees incurred by owner in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against Owner for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Patricia Vancheri, CMC

Ambreen Bhatti, City Manager

(SEAL)

WITNESS

WITNESS

CONTRACTOR

ADDRESS:

PHONE: _____

APPROVED AS TO FORM:

Samuel Goren, Esq.
City Attorney



NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents representatives, owners, employees or parties in interest, including this affiant.



Signed, sealed and delivered in the presence of:

BY: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print Stamp or type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of identification)

- DID take oath, or DID NOT take oath

OPTIONAL INFORMAITON:

Type of Document:_____ Number of Pages:___ Number of Signatures Notarized ___



OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN
___ **INDIVIDUAL** ___ **SOLE PROPRIETORSHIP** ___ **PARTNERSHIP** ___ **CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Bid Form this _____ day of _____, 2017.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print Stamp or type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of identification)

DID take oath, or DID NOT take oath

OPTIONAL INFORMAITON:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____