

# REQUEST FOR PROPOSAL (RFP)



**RFP #: 22-03-414**

## **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT**

**Publish Date:**

**March 14, 2022**

**Pre-Proposal Conference:**

**March 29, 2022 at 10:00 AM**

**Location:**

City of North Lauderdale  
City Hall  
First Floor Conference Room  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068

**All Questions Due:**

**April 5, 2022 by 5:00 PM**

**Proposal Due and Opening Date:**

**April 14, 2022 at 3:00 PM**

**Where to Deliver Proposal**

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

North Lauderdale, FL 33068  
954-722-0900

For

Fire-Rescue and Public Works Department

## **FEDERAL FEMA GRANT PROJECT**

**REQUIRED: Proposal Bond (5%), Performance Bond, and Payment Bond (100%)**

**Advertisement Dates:** March 13, 2022 & March 20, 2022

Solicitation documents and Addenda are available on the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) and DemandStar at [www.demandstar.com](http://www.demandstar.com)

<b>RFP NUMBER:</b>	<b>22-03-414</b>
<b>RFP TITLE:</b>	<b>FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT</b>
<b>DATES PUBLISHED IN SUN-SENTINEL</b>	<b>SUNDAY, March 13, 2022 SUNDAY, March 20, 2022</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, March 14, 2022 by 12:00 PM</b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b>TUESDAY, March 29, 2022 at 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>TUESDAY, April 5, 2022 by 3:00 PM</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>THURSDAY, April 7, 2022 by Close of Business</b>
<b>RFP REPOSE DUE DATE/TIME:</b>	<b>THURSDAY, April 14, 2022 at 3:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>SPRING 2022</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b>Danielle Keira-Cancel Purchasing Coordinator Phone: (954) 597-4718 Email: <a href="mailto:procurement@nlauderdale.org">procurement@nlauderdale.org</a></b>
<b>E-PROPOSAL ONLY DELIVERY:</b>	<b>DemandStar E-Bidding</b>
<b>PROPOSAL OPENING LOCATION:</b>	<b>City of North Lauderdale Purchasing Division 701 SW 71<sup>ST</sup> Avenue, 1<sup>ST</sup> Floor Conference Room North Lauderdale, FL 33068</b>

\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after Due Date and Time until confirmed by the City. All Times listed are Eastern Standard Time (EST)

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation by local vendors. This procurement **will not** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- 1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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. It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late bids will not be considered. **The DemandStar time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence



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shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

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**ADVERTISEMENT****March 13, 2022 & March 20, 2022****RFP #: 22-03-414****REQUEST FOR PROPOSAL (RFP)  
ALL QUALIFIED PROPOSERS:****ALL PROSPECTIVE PROPOSERS:**

The City is requesting electronically sealed proposals for **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT** for the City of North Lauderdale. Proposers must submit one (1) complete proposal package electronically through DemandStar. Interested parties shall submit the proposal with all of the required documents before the RFP due date and time of **3:00 PM EST, Thursday, April 14, 2022**, at which time sealed proposals will be opened by the City of North Lauderdale, Broward County, Florida.

The City of North Lauderdale is soliciting proposals for the design and installation of a turn-key project for a new fire sprinkler system at fire station 44 located at 7700 Hampton Blvd North Lauderdale FL 33068. The work consists of attaching automatic sprinklers to piping containing water that are connected to the water supply through an alarm valve. The underground portion of the work shall be completed in house and will not be required by Contractor. This work shall be performed by a certified general licensed contractor and crew with at least five (5) years of verifiable full-time experience with automatic sprinklers work of similar scope and cost, preferably with experience in a government setting.

A Non-Mandatory Pre-Bid Conference will be held on **Thursday, March 29th 2022, @ 10:00AM Eastern Local Time, located at City Hall 701 SW 71<sup>st</sup> Ave North Lauderdale FL, 33038. After the pre-bid meeting we will take interested bidders on a site visit to view the site conditions.** It is highly encouraged that all parties interested in bidding on this project should attend this meeting. A site visit waiver will be required to attend the site visit.

The Contractor must complete this project in the City of North Lauderdale, Florida in accordance with applicable regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, as well as regulations promulgated by Federal Agencies including OMB, FEMA, and FHWA, as well as Florida State Agencies FDOT, FDH, NRCS, SFWMD, and FDEP in conjunction with any grant requirements and the City's needs.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** In accordance with the requirements as stated in C.F.R. 200.321, the City of North Lauderdale encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage

- 
- e. participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

A handwritten signature in black ink, appearing to read 'Andrew Rozwadowski'.

Andrew Rozwadowski, NIGP-CPP, CPPB, Purchasing & Contracts Manager



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## SECTION # I: GENERAL TERMS AND CONDITIONS

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### FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

#### 1. BASIC DEFINITIONS

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

**Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

**Agreement** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**City** – The City of North Lauderdale, Florida. Also referred to as Owner.

**Contract Documents** – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), Scope of Work, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**Contractor** – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

**Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

**Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement RFP #: 22-02-414 – Fire Station 44 Sprinkler Replacement Project

is signed and delivered by the last of the two parties to sign and deliver.

**End User (EU)** – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

**Project Manager** – The City's authorized project representative.

**Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**Unit Price Work** – Work to be paid for on the basis of unit prices.

**Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.



**2. QUALIFICATIONS OF PROPOSERS**

No e-bid 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 surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's RFP response.

If selected for a project, all proposers must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

**3. EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposers' observations with the Proposal Documents; and (c) notify the Procurement Representative of all conflicts, errors, and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of and, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

**4. INCONSISTENCIES / INQUIRIES**

Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the City Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.

**5. NON-COLLUSION**

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies

there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

**6. LEGAL CONDITIONS**

Proposers 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.

**7. ASSIGNMENT**

The Responding firm shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

**8. EMPLOYEES**

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

**9. INDEPENDENT CONTRACTOR**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any 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 provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.

The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities



hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, nor claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

**10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited

to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**11. OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding firm of supplying such product(s) or service as specified.

**12. VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

**13. TAX EXEMPTION**

All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.

**14. TERMINATION**

- a. DEFAULT:** In addition to all other remedies available to the City, any Agreement resulting from this RFP shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. FUNDING OUT:** This Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the



City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**15. PERFORMANCE**

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting firm to comply with the conditions, terms, specifications, and requirements of the RFP shall be just cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

**16. INSURANCE**

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as outlined in the Special Conditions before beginning work under this RFP and Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide a certificate the within the solicitation submission all certificates of insurance outlined within this solicitation prior to beginning any work under this Agreement. Responding firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

**The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.**

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

**17. COPIES OF SPECIFICATIONS**

After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

**18. DEBARMENT AND SUSPENSION**

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

**19. CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS**

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)



**20. MEASUREMENT AND PAYMENT** Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.

**21. BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

**22. GRANT FUNDED PROJECTS**

The City of North Lauderdale will use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**23. SCRUTINIZED COMPANIES - 287.135 AND 215.473**

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List,

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Syria

**24. INELIGIBLE CONTRACTORS**

A Contractor may be considered ineligible to submit a proposal for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

**25. PROPOSAL PREPARATION EXPENSE**

The Proposer preparing a submission in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

**26. PROPOSAL SUBMITTAL PRICES**

All prices, terms and conditions in the submitted proposal response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the RFP opening unless otherwise stated by the City. Any proposals containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered.

**1.27 LOCAL SUBCONTRACTORS:**

Where the resulting contract will include subcontracts to be let through a prime contractor, the City of North Lauderdale encourages the hiring of local subcontractors whom reside within the jurisdictional boundaries of the City of North Lauderdale.





## 27. LICENSES

Services performed for the City will require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer's expense.

All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.

## 28. CONTRACT / AGREEMENT

The proposer to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.

## 29. SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

## 30. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.

## 31. ENFORCEMENT OF SPECIFICATIONS

Copies of the specifications shall be placed in the hands of the Director of Public Services, who shall enforce every requirement of the contract. There will be no varying from the specifications.

## 32. COPIES OF SPECIFICATIONS

Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

## 33. CUSTOMER RELATIONS

The proposer, 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.

## 34. LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement, including the City's Procurement Code. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement. By submitting a Proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Purchasing and Contracts Division in writing.

## 35. CITY'S PROCUREMENT CODE

This RFP is governed by the City's Procurement Code.

## 36. E-VERIFY

By submission of this proposal, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### Definitions for this Section:

"**Contractor**" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"**Subcontractor**" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"**E-Verify system**" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

### Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S.



Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security' s E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**37. PUBLIC RECORDS/CUSTODIAN**

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall

comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
701 SOUTHWEST 71<sup>ST</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056  
[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**



## **SECTION II INSTRUCTIONS TO OFFERORS FOR REQUESTS FOR PROPOSAL (RFP)**

**RFP 22-03-414**

### **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT**

**Procurement Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in the SECTION VI PROPOSAL EVALUATION CRITERIA AND METHODOLOGY . Offerors should note that pricing will be reviewed as a component of the entirety of the proposal.

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The following instructions are given to guide Proposers inadequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

#### **ARTICLE 1: DEFINITIONS**

##### **DEFINED TERMS**

Terms used in these Instructions to Proposers are defined as follows:

**“Agreement”** The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**“City”** - the City of North Lauderdale, a municipal corporation of the State of Florida.

**“Contractor”** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents

**“Offeror”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

**“Proposal”** means the package of materials and information submitted by a Proposer in response to this RFP.

**“Proposal Security”** means a bond or a certified check submitted with a Proposal in compliance with the requirements set forth in this RFP

**“Proposer”** means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFP. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

**“Responsible Proposer”** means a Person or firm who has the capability in all respects to fully perform the requirements in the RFP and Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.

**“Responsive Proposer”** means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFP

**“Request for Proposal or (RFP)”** means this procurement document and all addenda, exhibits, and attachments, including the Agreement.



## **ARTICLE 2: INTRODUCTION OF CITY / GENERAL SCOPE OF PROJECT**

### **2.1 INTRODUCTION**

The City of North Lauderdale (“City”) was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along the SR7 and McNab corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 190 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

### **2.2 SCOPE OF PROJECT**

The City of North Lauderdale, is soliciting proposals for the design and installation of a turn-key project for a new fire sprinkler system at fire station 44.

The work consists of attaching automatic sprinklers to piping containing water that are connected to water supply through an alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers shall be suspended in the ceiling in the center of the narrow dimension acoustical ceiling panels. Sprinklers will open when heat melts fusible link or destroys frangible device. Hose connections shall be included if indicated. As well as miscellaneous ceiling and wall work to repair hard ceilings for the new fire protection system. The underground portion of the work shall be completed in house and will not be required by Contractor. The work shall be performed by a licensed contractor and crew with at least five (5) years of verifiable full-time experience with automatic sprinklers work of similar scope and cost, preferably with experience in a government setting.

## **ARTICLE 3: GERNERAL INFORMATION / REQUIREMENTS**

### **3.1 ELIGIBILITY OF PROPOSER**

To be eligible to respond to this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this solicitation to at least one city similar in size and complexity to the City of North Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

1. The proposer shall have been continuously engaged in the business of providing this service to local governments for at least five (5) years.
2. The proposer has no conflict of interest with regard to any other work performed by the firm for the City of North Lauderdale.

### **3.2 PRE-PROPOSAL CONFERENCE**

The City will hold a pre-bid conference for this project. The information regarding such meeting will be noted on the second or advertisement page of this document.



### **3.3 QUESTIONS AND ADDENDA ON THIS SOLICITATION**

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the Procurement contact person listed on page 2.

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website ([www.nlauderdale.org](http://www.nlauderdale.org)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

If you have received this RFP packet from a source other than directly from the Demand Star or the City of North Lauderdale's website and you are not registered with Demand Star. All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this project. Any questions should include in the subject line "22-03-414 – FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT".

No negotiations, decisions or actions shall be initiated by the proposer as a result of any discussions with an CITY employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from proposers, which submitted by email in writing, will be recognized by the CITY as duly authorized expressions on behalf of the proposer.

### **3.4 MISTAKES WITHIN RFP**

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

### **3.5 SUBMISSION OF THE PROPOSAL**

The Responding firm is directed to submit all proposals online through Demand Star: [NORTH LAUDERDALE](#) no later than the date and time specified on the 2<sup>nd</sup> page of this solicitation document. Proposals will not be considered and cannot be entered online after the above-referenced closing date. The City will not be responsible for a late proposal due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this RFP. Unless otherwise specified, the Responding firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language. All prices, terms and conditions proposed in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar.

### **3.6 CAUSES FOR REJECTION**

No response will be canvassed, considered, or accepted which, in the opinion of the City's



Selection Evaluation Committee (SEC) is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.

### **3.7 REJECTION OF PROPOSALS**

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal 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 proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

### **3.8 WITHDRAW OF PROPOSALS**

Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses 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 response through DemandStar. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.

## **ARTICLE 4: MINIMUM SUBMITTAL REQUIREMENTS**

### **4.1 FORM OF PROPOSALS**

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks completed and filled in. Incomplete forms may be rejected by the Purchasing and Contracts Division as non-responsive. Proposal packages must be submitted electronically through DemandStar by the due date and time outlined on the second page of this RFP. The response 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 response.

### **4.2 COMPLETION OF REQUIRED FORMS**

All responses must comprehensively cover all items for which responses are asked and no other.

1. Any Licenses and Permits Requested in the Scope of Work.
2. Proof of Insurance.
3. A brief but complete history of your firm.
4. Resumes of key personnel who will actually be assigned to the project and describe their role. Include a Org. chart showing all team members. Note: North Lauderdale expects those listed to be those who will actually perform the work. No substitutions will be permitted except in the direst conditions including any professional licenses held.



5. A list of at least two (2) similar projects performed during the last five years including the following information:
  - a. Name of the entity for which the work was performed.
  - b. Brief description of the scope of the project.
  - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
5. A list of current projects.
6. Provide financial statements for your company's most recent year of operation including balance sheet and income statement on the most current year. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:
  - a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
  - b. Net Fixed Assets
  - c. Other Assets
  - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
  - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):
7. Any other information the firm feels is relevant to evaluating firm's qualifications.  
**Limited to 15 pages.**

#### 4.3 STANDARD FORMS THAT MUST BE SUBMITTED WITH PROPOSAL

The following fillable digital forms have been created and must be submitted/acknowledged with each bid:

1. Vendor Contract Summary Form
2. Addenda Acknowledgment Form
3. Client Reference Form
4. Reference Check Surveys
5. Qualification Statement
6. Public Entity Crimes Form
7. Non-Collusive Affidavit
8. E-Verify Affidavit
9. Offeror's Certification
10. Scrutinized Vendor Certification
11. Certificate of Insurance
12. Vendor Drug-Free Workplace
13. Vendor Ownership Survey
14. Disclosure of Lobbying Activities
15. Certification Regarding Debarment
16. Site Visit Release/Waiver



17. Proposal Price Forms

**4.4 REFERENCES**

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaint. Proposer's submission of a bid constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

**4.5 INSURANCE REQUIREMENTS**

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the Request for Proposal. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

**Yes No**

X            Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- Bodily Injury:
  - Each occurrence                      \$1,000,000
  - Annual aggregate                      \$1,000,000
- Property Damage:
  - Each occurrence                      \$1,000,000
  - Annual aggregate                      \$1,000,000
- Personal Injury:
  - Annual aggregate                      \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**





**Yes No**

X  Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B
  - \$100,000 Each Accident
  - \$500,000 Disease – Policy Limit
  - \$100,000 Disease – Each Employee

If Contractor claims to be exempt from this requirement, Contractor shall provide City proof of such exemption along with a written request for City to exempt Contractor, written on Responder's letterhead.

**Yes No**

X  Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the latter of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**Yes No**

X  Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

- A. Any Auto (Symbol 1)
  - Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
  - Combined Single Limit (Each Accident) - \$1,000,000
- C. Non-Owned Autos (Symbol 9)
  - Combined Single Limit (Each Accident) - \$1,000,000

**Yes No**

X  If Contractor requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of



\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence. Need approval specs

Yes No

**ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

#### 4.6 PROPOSAL SECURITY BOND

A proposal security bond is required for this project. An acceptable Bid Bond, Cashier's Check, Money Order, Irrevocable Letter of Credit, or Certified Check payable to the City of North Lauderdale the amount of five-percent (5%) of the proposers total proposal price **MUST** be submitted in order to participate in this RFP. The proposal security bond must be original with the company's embossed seals. This document must be enclosed in a sealed envelope when submitted to:

City of North Lauderdale City Hall  
Purchasing Division – 2<sup>nd</sup> Floor  
701 SW 71<sup>st</sup> Ave  
North Lauderdale FL, 33068

Any other submittal documents included with the bid bond document(s) will not be accepted. The name of the bidder and the bid number must clearly show on the outside of the sealed envelope and a statement as to its contents. **The Purchasing and Contracts Division must receive these documents by the bid due date and time listed on page #2 of this solicitation.** The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation. The proposal security bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of North Lauderdale.

#### 4.7 PAYMENT AND PERFORMANCE BOND

Upon award of the Contract, Payment and Performance Bonds in the amount of one hundred-percent (100%) of the proposers total proposal price will be required within (15) calendar days of award and shall continue in effect until contract expiration. Such bonds shall continue for the full term of the Agreement.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or Bonds referenced above shall be recorded in the Public Records of Broward County at the Bidder's expense. Proof of recording must be



submitted to the City prior to issuance of any purchase order or payment by the City. One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City.

NOTE: Each Bond shall consist of anywhere from 10-12 pages totaling 22 pages for both the Payment and Performance Bond. This may cost up to \$200.00 depending on the project. The fee to record this bid with the county shall be included in the bid tabulation form. For more information regarding the process of recording the bid with Broward County follow the link below: <https://officialrecords.broward.org/OncoreCalculator/default.aspx>

Payment and Performance Bonds must be submitted on City forms, that will be provided to the Contractor.

\*All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.

## **ARTICLE 5: EVALUATION METHODOLOGY AND CRITERIA**

### **5.1 EVALUATION METHODOLOGY AND CRITERIA**

A Selection Evaluation Committee (SEC) will be created and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the SEC.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion or oral presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

Evaluation Points shall be assigned to each proposer by each member of the SEC. The highest-ranked firms may then be short-listed and may be asked to provide oral presentations. In the event that no oral presentations are required, the weighted scoring criteria shall serve as the final determination of rank, and the highest-ranked firm(s) will be awarded for each category herein.

When oral presentations are requested for short-listed firms, the SEC, after presentations, (as applicable), will be assigned a final score, with the highest-ranked firm or firms moving forward to the negotiation phase if required. Upon completion of oral presentations as may be required, the SEC reserves the right to make the decision for the final recommendation for award utilizing one of the following scoring methods:

- A. Use the original criteria-based weighted scoring requiring the Committee to re-score each proposal using the original weighted criteria;
- B. Addition of an additional scoring component to comparatively score the quality of the proposer's oral presentation; or
- C. A singular comparative ranking of each finalist whereby the highest-ranked firm would be ranked as "#1", or 1<sup>st</sup> place, the second-highest firm would be ranked as "#2", or 2<sup>nd</sup> place, and so on for each of the finalist firms. The firm ranked as #1 would then be recommended to receive the contract award. Note: This method will be the City's default methodology for final scoring.

Upon successful negotiation, a recommendation for an award will be considered by the City



of North Lauderdale Commission. No work on this project shall proceed without written authorization from the City.

The City reserves the right to enter into contract negotiations with the selected Proposer or Proposers. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer at the direction of the Commission. No Proposer shall have any rights against the City arising from such negotiations.

## 5.2 WEIGHTED CRITERIA / BEST VALUE SCORING

The City's evaluation criteria may include, but shall not be limited to, the criteria outlined below. The City may also use a Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See PROPOSAL EVALUATION CRITERIA AND METHODOLOGY for Actual Evaluation Criteria and Weights**):

- **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory]**

This refers to the adherence to all conditions and requirements of the Request for Proposals.

- **Quality of Response**

Clearly demonstrated understanding of the work to be performed.

- A. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- B. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.
- C. Management demonstrates sufficient focus and ability to successfully direct work teams and other staff to perform under this agreement in a consistent and professional manner in conformance with the individual Scope of Work for each set of tasks as defined herein.
- D. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required property maintenance schedules.

- **Services to be Provided and Quality Control**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project the quality planning process that they utilize to ensure compliance with our specifications requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

- **Managerial Capacity and Relevant Experience**

Offeror's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. The



criteria shall include:

- A. The firm's experience and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
  - B. Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
  - C. Reference information gathered from other entities regarding the past experience of the firm; and
  - D. Other areas addressed in the *Scope of Work* herein.
- **Proposed Costs.** Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to more than one vendor if seen in the City's best interest. **(Please note that price is only one factor for consideration of award).**

- **City's Right to Use Best Value Scoring.**

As an alternative to using the weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the SEC to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1<sup>st</sup> place), 2 (2<sup>nd</sup> place), and so on, for the total number of responses under consideration.

- **Best and Final Offer.**

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

### 5.3 ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- Acceptable;
- Potentially Acceptable – Proposal is reasonably susceptible of being made acceptable; or
- Unacceptable -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.

### 5.4 AWARD RESERVATIONS

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth in SECTION VI PROPOSAL EVALUATION CRITERIA AND METHODOLOGY. The City of North Lauderdale reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

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## **SECTION III SPECIAL PROVISIONS – FEDERAL FEMA GRANT** **REQUIREMENTS 2 CFR**

**22-03-414**

### **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT**

This project will be partially or fully funded through a federal grant (Assistance to Firefighters Grant (AFG) that was obtained by the City of North Lauderdale. Therefore, Contractors must comply with all provisions listed within the grant requirements. Contractors should familiarize themselves with all regulations and requirements contained in 2 C.F.R. part 200 before submitting a response.

#### **ARTICLE 1 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

By submitting a proposal for this project Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

##### **1.1 FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

##### **1.2 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

##### **1.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,



recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### 1.4 DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statutes**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be *used* in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

#### 1.5 COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 1.6 CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### 1.7 FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).



## 1.8 SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 1.9 ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

- a. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.





- ii If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **1.10 RECYCLED PRODUCTS / RECOVERED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **1.11 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **1.12 COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



### **1.13 REPORTING & RETENTION OF RECORDS**

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

### **1.14 RIGHTS TO INVENTIONS**

CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

### **1.15 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **1.16 DHS SEAL, LOGO, AND FLAGS**

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

### **1.17 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

### **1.18 FRAUDULENT STATEMENTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

### **1.19 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered



telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- b. Exceptions.** This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- c. Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- d.** The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

## 1.20 DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes



of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **1.21 LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

#### **1.22 PERSONALLY, IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

#### **1.23 RIGHTS IN DATA**

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

#### **1.24 INSPECTION AND ACCEPTANCE**

- a.** The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.
- b.** The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days



- of notification or a later date if extended by the CITY.
- c.** Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### **1.25 DOCUMENTATION OF COSTS**

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.



## **SECTION IV SPECIAL CONDITIONS – CONSTRUCTION PROJECTS**

**RFP 22-03-414**

### **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT**

NOTE: Upon final award of any Agreement as a result of this solicitation, the successful firm or individual receiving the award shall become the Contractor and shall be responsible for complying with the requirements enumerated in these Special Provisions.

#### **4.1 BASIC DEFINITIONS**

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

**Addenda** – Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the bidding requirements or the contract document.

**Agreement** – The written agreement between the City and the Contractor covering the Work to be performed, including other Contract Documents that are attached to the Agreement and made a part thereof.

**Application for Payment** – the form acceptable to the Engineer/Project Manager used by the Contractor during the course of the work in requesting progress or final payments and accompanied by such supporting documentation as is required by the Contract Documents.

**Change Order** – A document that is signed by the Contractor and the City and authorizes an addition, deletion, or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**City** – The City of North Lauderdale, Florida. Also referred to as Owner.

**Contract Documents** – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation, the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any

additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**Contract Times** – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Engineer/Project Managers written recommendation of final payment.

**Contractor** – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

**Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

**Drawings** – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

**Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.



**Engineer/Project Manager** – The City's authorized, project representative. The words "Engineer" and "Engineer/Project Manager" are used interchangeably.

**End User (EU)** – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

**FDOT** – The State of Florida Department of Transportation

**Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.

**Milestone** – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.

**Notice to Proceed (NTP)** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

**Project** – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.

**Specifications** – Those portions of the Contract Documents consisting of written technical descriptions and requirements of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** – "Substantial Completion" means the finishing or accomplishing of substantial performance of the Work as

proscribed in the Contract Documents. "Substantial Performance" means that there has been no willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term "Final Completion" means the City's acceptance of **the job and issuance of final payment.**

**Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**Unit Price Work** – Work to be paid for on the basis of unit prices.

**Work** – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.

**Work Change Directive** – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

**Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.

## 4.2 FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 4.2.1 The Contractor shall be familiar with the total scope of the project prior to commencement of any work. In case of any questions or conflict, they must be brought to the attention of the Engineer/Project Manager prior to any work. If further assistance is needed, the



Contractor may contact the Director of the Public Works/Utilities Department. The City shall not be responsible for the Contractor's failure to comply with this requirement.

- 4.2.2 The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 4.2.3 By execution of the final Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.
- 4.2.4 As for conflicts between schedules and information provided on Drawings, the schedules shall govern; as for conflicts between figures given on Drawings and the scale measurements, the figures shall govern; as for conflicts between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

### 4.3 INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

### 4.4 SUPPLEMENTS, MINOR VARIATIONS, OR DEVIATIONS

In addition, upon award of this solicitation, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

- The Engineer/Project Manager's approval of a shop drawing or sample;
- or
- The Engineer/Project Manager's written interpretation or clarification.

### 4.5 OWNER MAY STOP THE WORK/REFUSE THE PRODUCT

If the work performed by the contractor or product delivered 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 return the product, 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.





#### **4.6 CUSTOMER RELATIONS**

The Contractor, all its employees, and subcontractors under the supervision and control of the Contractor shall at all times be required to conduct themselves professionally and courteously and do all things necessary to ensure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

#### **4.7 LICENSES AND PERMITS**

4.7.1 Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations, and codes as required by the State of Florida, county, or local ordinances.

4.7.2 The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.

#### **4.8 LICENSE OF BIDDERS**

All Bidders must hold and submit with their bid response (and maintain same throughout the duration of the Contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc., for the types of work covered by the Contract, where applicable. If there is a special/specific license required for this project, the license will be listed in the Scope of Work outlined above.

#### **4.9 LICENSE FOR TRADES**

Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards if certification is required for the type of work being performed.

#### **4.10 WORKMANSHIP AND MATERIALS**

All parts installed and materials used in performance of this Contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

#### **4.11 CONTRACTOR'S RESPONSIBILITY**

4.5.1 Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

4.5.2 The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor and have full authority to make on-site decisions and commitments regarding the Contractors Work.



- 4.5.3 No work shall be performed between 7:00 PM and 7:00 AM, Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday and/or the City's observed Holiday(s). Exceptions to this schedule may only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site always, as a fully authorized agent of the Contractor, and capable of making on-site decisions.
- 4.5.4 It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.
- 4.5.5 The superintendent appointed shall be satisfactory to the City and shall not be changed except with consent of the Engineer/Project Manager.
- 4.5.6 The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
- 4.5.7 The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
- 4.5.8 Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
- 4.5.9 The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
- 4.5.10 Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer/Project Manager before proceeding with any Work affected thereby.
- 4.5.11 Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.



- 4.5.12 The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 4.5.13 The Contractor shall keep the City and the Engineer/Project Manager informed of the progress and quality of the Work.
- 4.5.14 If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
- 4.5.15 The Contractor shall correct all Work, which does not conform to the Contract Documents.
- 4.5.16 The Contractor shall warrant to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 4.5.17 The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
- 4.5.18 Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals for permits, not previously obtained by the owner or its agent, from all governmental authorities which have jurisdiction over all aspects of this Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.
- 4.5.19 The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 4.5.20 The Contractor shall be responsible to the City for acts, errors and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform any portion of the Work, including their agents and employees.
- 4.5.21 The Engineer/Project Manager/Public Works/Utilities Director shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved in accordance with Sec. 3-10 Change Orders of the Procurement Code
- 4.5.22 Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

#### **4.12 CONTRACTOR PERFORMANCE**

The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.



#### **4.13 CITY'S RESPONSIBILITIES**

Upon final award of this solicitation, the City shall bear the following responsibilities:

- 4.8.1 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.
- 4.8.2 The City may appoint an on-site Project representative to observe the Work and to have such other responsibilities as the City and the Contractor agree in writing prior to execution of this Agreement.
- 4.8.3 The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 4.8.4 If the City observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.
- 4.8.5 The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 4.8.6 The City shall communicate with subcontractors only through the Contractor.
- 4.8.7 The City shall furnish data required of the City under the Contract Documents promptly.
- 4.8.8 If the Work is defective, or the Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will not conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

#### **4.14 ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES**

- 4.14.1 The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 4.14.2 The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.
- 4.14.3 The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.



- 4.14.4 The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 4.14.5 The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

#### **4.15 AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL**

City will make every effort to provide suitable areas within or near the project site for staging and storage. The Contractor shall be ultimately responsible for obtaining suitable areas for storage of Contractor's equipment and material. Restoration of all storage areas shall be Contractor's responsibility. The City is not responsible for any damages and/or thefts that may occur at staging/storage sites.

#### **4.16 CLEANUP AND RESTORATION**

- 4.16.1 During and after completion of all work, the Contractor shall be responsible on a daily basis, for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or storm water conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 4.16.2 Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor.
- 4.16.3 The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 4.16.4 Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.
- 4.16.5 The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.
- 4.16.6 The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 4.16.7 If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.
- 4.16.8 In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments



then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

#### **4.17 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**

- 4.17.1 Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.
- 4.17.2 The Contractor shall use all means to protect surrounding areas, existing objects, structures and vegetation designated to remain that may be impacted by Work described herein.
- 4.17.3 In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4.17.4 In the event of damage to public and/or private property, the Contractor shall immediately contact the Public Works/Utilities Department and inform the appropriate staff member about the location and extent of the damages.
- 4.17.5 In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor, costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

#### **4.18 CONNECTION TO CITY WATER**

The Contractor is responsible for all water usage for the project regardless of the type of meter used

#### **4.19 BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES**

Payment at the contract unit price shall be inclusive of all labor, materials, equipment and incidental items.

#### **4.20 ACCEPTANCE OF WORK**

Acceptance shall be based upon satisfactory completion, material test results, performance and appearance of the Work after the materials have established, been placed or found to be in good operating order. Prior to final acceptance, the Contractor shall remove and replace, satisfactory to the City, all defective areas. Any adjusted area that is found to be of an unsatisfactory condition shall be rejected and shall be removed and restored by the Contractor at no expense to the City.

#### **4.21 TESTS AND INSPECTIONS**

- 4.21.1 The Contractor shall give the City timely notice of readiness of the Work for all required inspections, tests or approvals. The Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the City the required certificates of inspection, testing or approval for all materials, equipment for the Work and any part thereof unless otherwise specified herein.



- 4.21.2 If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract as outlined below.
- 4.21.3 The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.
- 4.21.4 The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.
- 4.21.5 The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

#### **4.22 CORRECTION OR REMOVAL OF DEFECTIVE WORK**

- 4.22.1 The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.
- 4.22.2 The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.
- 4.22.3 If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 4.22.4 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

#### **4.23 PROGRESS PAYMENTS**

- 4.23.1 The Contractor shall deliver to the City an itemized Applications for Payment. The Contractor may requisition payments for Work completed during the Project 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 a certification by the Contractor that the Contractor has disbursed to all Subcontractors and Suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period and that properly executed releases of liens by all Subcontractors, Suppliers and materialmen were provided and included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the Engineer/Project Manager or Contract Documents. Each requisition for payment shall be submitted in duplicate to the Engineer/Project Manager for approval. Reference Local Government Prompt Payment Act [Section 218.735](#)
- 4.23.2 The Application for Payment shall constitute a representation by the Contractor to the City that, to the best of the Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount requested.
- 4.23.3 The Contractor shall pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- 4.23.4 The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.
- 4.23.5 No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 4.23.6 The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 4.23.7 The Contractor may apply for the return of the retainage held, if the Contractor has satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues regarding liquidated damage. The release of retainage shall not become due until all Work is 100% completed as identified on the final punch list. The requirements of retainage include the following:





- Repair and/or replacement of faulty or defective Work.
- As-built drawings are submitted to and accepted by the City.
- All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.
- The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
- Release of Lien is submitted and accepted by the City.
- The Contractor's completion of Punch List.
- Warranties are submitted to and accepted by the City.
- Additional items may be required by the City.

#### **4.24 CHANGE QUANTITIES/CHANGE ORDERS**

- 4.24.1 The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 4.24.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 4.24.3 No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- 4.24.4 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 4.24.5 The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the applicable signatures.
- 4.24.6 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 4.24.7 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 4.24.8 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 4.24.9 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 4.24.10 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:



- By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;
- By unit prices stated in the Contract Documents or subsequently agreed upon;
- or
- By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

#### 4.25 REGULATORY CHANGES

The Contractor shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Contractor's proposal, prior to execution of any agreement.

#### 4.26 FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with "Correction or Removal of Defective Work" of this document.

#### 4.27 FINAL APPLICATION FOR PAYMENT

4.27.1 After the Contractor has completed all such corrections to the satisfaction of the City and the Engineer/Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents, certified as-builts and other documents required by the Contract Documents, and after the Engineer/Project Manager has indicated that the Work is acceptable, the Contractor may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work and a final affidavit; or (2) the Contractor's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, Suppliers and Subcontractors who Worked for the Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished and the reason(s) why the same remains unpaid. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such lien.

4.27.2 The Contractor shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. The Contractor shall deliver 24" x 36" Mylar sepias and Bond Paper of the as-built project, signed, sealed and dated by the responsible professional. In addition, "As-Built" plans are to be submitted in a digital format in AutoCAD latest version. The Digital File is to be compatible with the City's GIS system. **Final payment to the Contractor shall not be made until said drawings have been reviewed and approved by the**



**Engineer/Project Manager. Prior to approval, if necessary, the drawings may be returned to the Contractor for changes or modifications if in the opinion of the Engineer/Project Manager they do not represent correct or accurate "As-built" drawings.**

#### **4.28 FINAL PAYMENT AND ACCEPTANCE**

4.28.1 If, on the basis of the Engineer/Project Manager's observation of the Work during construction and final inspection, and the Engineer/Project Manager's review of the final Application for Payment and accompanying documentation, the Engineer/Project Manager is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer/Project Manager will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing the Engineer/Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Engineer/Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the Engineer/Project Manager will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. After presentation to the City of the Application and accompanying documentation, in appropriate form and substance, and with the Engineer/Project Manager's recommendation and notice of acceptability, the amount recommended by the Engineer/Project Manager will become due and will be paid by the City to the Contractor within the required time frame under Florida statute regarding such payments.

4.28.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for payment has been approved by the Engineer/Project Manager. The making of final payment shall constitute a waiver of claims by the City except those arising from:

- Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
- Faulty or defective Work and latent defects discovered after acceptance.
- Failure of the Work to comply with the requirements of the contract documents.
- Terms of special warranties required by the contract documents.
- Any of the Contractor's continuing obligations under this Agreement.

4.28.3 The acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified as unsettled at the time of final application for payment.

#### **4.29 CITY'S RIGHT TO WITHHOLD PAYMENT**

4.29.1 The City may withhold in part, final payment or any progress payment to such extent as allowed under Florida statute, necessary to protect itself from loss on account of:

- Defective Work not remedied.



- Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
- Damage to another Contractor not remedied.
- The Contractor has incurred liability for liquidated damages.
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- Reasonable evidences that the Work will not be completed within the Contract time.
- Failure to carry out the Work in accordance with the Contract Documents.

4.29.2 When the above grounds are removed or resolved, or the Contractor provides a Surety Bond or Consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

#### **4.30 WARRANTY PERIOD**

The specified warranty period for a specific Project does not begin until final completion of the project under that project's individual Notice to Proceed.

#### **4.31 WARRANTIES**

- 4.31.1 The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.
- 4.31.2 The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 4.31.3 The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

#### **4.32 CORRECTION PERIOD**

- 4.32.1 The Contractor warrants all material and Workmanship as noted in the Technical Specifications and Contract Documents from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay



would cause serious risk of loss or damage, the City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.

- 4.32.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period as noted in the Technical Specifications and Contract Documents after such correction or removal and replacement has been satisfactorily completed.
- 4.32.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligation other than specifically to correct the Work.

#### **4.33 CONSTRUCTION SCHEDULE**

- 4.33.1 The construction schedule shall be in the form of a tabulation, chart or graph (MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for approval, procurement of material and scheduling of equipment.
- 4.33.2 The Construction Schedule shall allow for a maximum turnaround time by the Engineer/Project Manager of fourteen calendar days on all submittals, shop drawings and all requests for information.
- 4.33.3 The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.
- 4.33.4 The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.
- 4.33.5 Float, slack or contingency time derived from the early completion of tasks on the critical path is not for the exclusive use or benefit of the Contractor. The Contractor shall not utilize such time without the prior written consent of the City.
- 4.33.6 If the Contractor desires to make changes in the method of operation after the construction approval of the construction schedule, or if the Engineer/Project Manager determines that the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer/Project Manager a revised construction schedule for approval.



#### **4.34 PROTECTION OF PERSONS AND PROPERTY**

- 4.34.1 The Contractor shall be solely responsible for initiating, maintaining and providing supervision for compliance with Occupational Safety and Health Act (OSHA) standards for safety precautions and programs in connection with the Work.
- 4.34.2 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.
- 4.34.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.
- 4.34.4 The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a Sub-Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.
- 4.34.5 All unit prices provided by the Contractor as a part of this Bid shall include the cost of all safety equipment necessary for the performance of the Work.
- 4.34.6 The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.
- 4.34.7 The Contractor shall comply with Florida Statutes, Chapter 556, Underground Facility Damage Prevention and Safety Act and secure the underground locations and obtain a Sunshine State One Call Certification number prior to beginning any excavation.

#### **4.35 SAFETY MEASURES**

- 4.35.1 Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.
- 4.35.2 All employees of Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.
- 4.35.3 The Contractor warrants that any product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall follow Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered because of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

#### **4.36 SAFETY, TRAFFIC CONTROL AND ROADWAY HOURS**

- 4.36.1 The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic



Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 7 AM to 4 PM. Any deviation shall be approved in advance by City.

- 4.36.2 The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 4.36.3 Road closure will not be permitted without written approval of the Engineer/Project Manager.
- 4.36.4 All unit prices provided by Contractor as a part of this Bid, shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.
- 4.36.5 No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the bid. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

#### **4.37 HURRICANE AND SEVERE WEATHER PRECAUTIONS**

The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.

All construction materials or equipment will be secured against displacement by wind forces.

#### **4.38 EXCUSABLE INCLEMENT WEATHER DELAYS**

- 4.38.1 The Contract Time 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 seventy-five percent (75%) of the normal labor and equipment force engaged on the work.
- 4.38.2 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.
- 4.38.3 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
- 4.38.4 The Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement. 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.

#### **4.39 LOCATION OF EXISTING UTILITIES**

- 4.39.1 Existing utilities may be shown on the drawings. Such information is shown for design purposes and the existing and detail given is information that is obtained during the design period and is not necessarily complete, correct or current. Prior to commencement of construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities.
- 4.39.2 Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense.
- 4.39.3 The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.
- 4.39.4 No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.
- 4.39.5 Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly. Please note that Broward County Highway and Bridge Maintenance Division is not a member of Sunshine One-Call, This Division is responsible for storm drain systems on all County owned roads.
- 4.39.6 Should any underground obstructions be encountered which interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work and shall be responsible for any disruption of service caused by this damage.

#### **4.40 CONFLICT WITH EXISTING UTILITIES**

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to





the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.

**4.41 ENFORCEMENT OF SPECIFICATIONS**

Copies of the specifications shall be placed in the hands of the Project Manager / Director of Requesting Department, who shall enforce every requirement of the Contract. There will be no varying from the specifications.

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## **SECTION V STATEMENT OF WORK** **RFP 22-03-414**

### **FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT**

#### **5.1 PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to solicit and obtain proposals from firms experienced and qualified to complete the Fire Station 44 Sprinkler Replacement Project as described below.

#### **5.2 DESCRIPTION OF WORK**

The City of North Lauderdale, is soliciting proposals for the design and installation of a turn-key project for a new fire sprinkler system at fire station 44. The work consists of attaching automatic sprinklers to piping containing water that are connected to water supply through an alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers shall be suspended in the ceiling in the center of the narrow dimension acoustical ceiling panels. Sprinklers will open when heat melts fusible link or destroys frangible device. Hose connections shall be included if indicated. As well as miscellaneous ceiling and wall work to repair hard ceilings for the new fire protection system. The underground portion of the work shall be completed in house and will not be required by Contractor. Interested parties may obtain the plans for fire house after completing a signed request form.

This work shall be performed by a certified general licensed contractor and crew with at least five (5) years of verifiable full-time experience with automatic sprinklers work of similar scope and cost, preferably with experience in a government setting. The scope of work described herein is intended to be for general information to the building department and contractor for purposes of obtaining the proper permits.

#### **5.3 PROJECT TIMELINE**

Project substantial completion shall be within **Ninety (90)** calendar days from Contractor’s receipt of City’s Notice to Proceed. Final Completion shall be **Thirty (30)** calendar days from date of substantial completion totaling **One Hundred Twenty (120)** calendar days upon receipt of materials and notice to proceed (NTP).

#### **5.4 LICENSES**

To be eligible for award of this project, the Bidder must possess at the time of bid opening one of the following listed license(s) that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

**State:** **Certified General Contractor License**, defined by F.S. 489.105 3a, plus a minimum of having performed three (3) verifiable projects of similar size and scope under the same Bidding Contractor Company name for at least three (3) years.

Occupational license must be in effect as required by Florida Statute §205.065.

When the successful Contractor is performing work in other locations outside of Broward County or the State of Florida, Contractor shall be subject to the requirements for all appropriate local jurisdictions.

#### **5.5 PROJECT BUDGET**



The City was provided with a grant for **Sixty-Seven Thousand Eight Hundred and Thirty Dollars (\$67,830.00)**

## **5.6 PAYMENT AND PERFORMANCE BOND**

As per the grant requirements the City shall request within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of One-Hundred Percent (100%) of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall

## **5.7 SCOPE OF WORK**

### **INSTALLATION REQUIREMENTS FOR AUTOMATIC SPINKLER SYSTEMS EMPLOYING WATER AS THE EXTINGUISHING AGENT:**

(1) Fire protection system contractors installing an automatic sprinkler system employing water as the extinguishing agent shall supervise and be responsible for the complete system in accordance with the provisions of section 633.334, F.S. The contractor shall be responsible for installing the complete system in compliance with the National Fire Protection Association (NFPA) standards adopted in rule chapter 69A-3, F.A.C., except that if a contractor installs only the underground portion of the system from the point of service to the aboveground connection flange, in compliance with subsection 633.334(3), F.S., the contractor shall be responsible for only that portion of the system, and the contractor installing the remaining portion shall be responsible for the system from the point of connection to the underground throughout the remainder of the system. (2) The complete system begins at the point-of-service as defined in subsection 633.102(24), F.S., and ends at the most remote head inside the facility.

(2) The complete system begins at the point-of-service as defined in subsection 633.102(24), F.S., and ends at the most remote head inside the facility.

(3) In order to ensure that sufficient water is available at the point-of-service to provide the water inside the facility as required by the plans, the city's contractor who installs the underground portion shall be responsible for conducting the acceptance tests required by NFPA 13 and shall personally, sign and maintain on file the Contractor's Material and Test Certificate for Underground Piping as specified in NFPA 13, as adopted in rule chapter 69A-3, F.A.C. If the above ground pipe is installed by the city's contractor whom is other than the one who installed the underground, the contractor shall be responsible to obtain a copy of the underground certificate from the city's underground contractor and maintain it on file before connection to the underground is made. If the contractor is unable to obtain the certificate, the contractor shall notify the Regulatory Licensing Section.



(4) Upon completion of the final installation of the aboveground piping, the contractor shall conduct the tests and sign and maintain on file the Contractor's Material and Test Certificate for Aboveground Piping as specified in NFPA 13, as adopted in rule 69A-3.012, F.A.C.

(5) Failure to complete and maintain the two certificates from the city's contractor described in subsections (3) and (4), above, shall be grounds for disciplinary action as violations of section 633.334, F.S.

(6) The contractor whose name appears on the application for the building permit shall be responsible for the acceptance tests required in NFPA 13, as adopted in rule chapter 69A-3, F.A.C. The contractor or authorized agent shall complete all portions of the Contractor's Material and Test Certificate(s) that are related to the system being tested. The contractor or authorized agent shall sign and date the test certificates. In cases where there is no building permit, the contractor that supervised the installation shall be responsible for the performance of these duties.

(7) The contractor shall maintain on file all Contractor's Material and Test Certificates, and shall provide such to the State Fire Marshal upon his request.

(8) Upon successful completion of acceptance tests, newly installed fire protection systems shall not require a tag until the first inspection occurs in accordance with rule 69A-46.041, F.A.C.

#### **5.8 WORK COVERED BY CONTRACT DOCUMENTS:**

- a. Installation of new fire sprinkler system.
- b. Miscellaneous ceiling and wall work to repair hard ceilings and suspended ceilings for the installation of the new fire protection system.

#### **5.9 TYPE OF CONTRACT:**

Project will be constructed under a single prime contract.

#### **5.10 ACCESS TO SITE:**

- a. General: Contractor shall have limited use of Project site for construction operations as indicated as agreed to with building management and as indicated by requirements of this Section. The buildings are occupied and occupant safety will take precedence at all times.
- b. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Limits: Confine construction operations to each area where work is indicated such as records, monitored rooms. Coordinate times of operation with the building manager.
  2. Driveway, walkways and Entrances: Keep driveways and loading areas, and entrances serving premises clear and available to Owner, Owner's employees, owners' employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.



- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- c. Coordinate with building manager for work force parking area.
- d. The work will require the use of a large delivery vehicle and crane or hoist for unloading and setting of equipment, location of delivery and timing will be critical, the contractor will coordinate with building management.
- c. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.
  - 1. Protective coverings will be worn at all time over work boots when doing work within the building or protective material will be installed over all floors when workers are present.

### 5.11 COORDINATION WITH OCCUPANTS:

- a. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify the Owner not less than **72** hours in advance of activities that will affect Owner's operations. Such as equipment or material delivery, electrical power shut down, etc.
  - 3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- b. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

### 5.12 WORK RESTRICTIONS:

- a. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- b. On-Site Work Hours: Preliminary work may commence at any time prior to shut down of the chilled water system. It is anticipated that the building cooling will not be shut down for this work. Working hours will be established by the owner.
- c. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility including



chilled water system interruptions.

- d. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- e. Nonsmoking Building: Smoking is not permitted within the building, on the building roof or within 50 feet (16 m) of entrances, operable windows, or outdoor air intakes.
- f. Controlled Substances: Use of tobacco products and other controlled substances within the building is not permitted. Alcoholic beverages are not permitted on site.

### 5.13 SPECIFICATION AND DRAWING CONVENTIONS:

- a. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- b. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products must be identified by abbreviations published as part of the U.S. National CAD Standard and as scheduled on Drawings.

### 5.14 SYSTEM DESCRIPTIONS:

Wet-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing water and that is connected to water supply through alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

### 5.15 PERFORMANCE REQUIREMENTS:

- a. Standard-Pressure Piping System Component: Listed for 175-psig (1200-kPa) minimum working pressure.



- b. Delegated Design: Design sprinkler system(s), including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- i. Available fire-hydrant flow test records indicate the following conditions:
1. Date: T.BD.
  2. Time: NA.
  3. Performed by: AHJ.
  4. Location of Residual Fire Hydrant R: NA.
  5. Location of Flow Fire Hydrant F: NA.
  6. Static Pressure at Residual Fire Hydrant R: T.B.D. p.s.i..
  7. Measured Flow at Flow Fire Hydrant F: T.B.D. GPM.
  8. Residual Pressure at Residual Fire Hydrant R: T.B.D. p.s.i..
- c. Sprinkler system design shall be approved by authorities having jurisdiction.
- ii. Margin of Safety for Available Water Flow and Pressure: 10 percent, including losses through water-service piping, valves, and backflow preventers.
- iii. Sprinkler Occupancy Hazard Classifications:
1. Building Service Areas: Ordinary Hazard, Group 1.
  2. Electrical Equipment Rooms: Ordinary Hazard, Group 1.
  3. General Storage Areas: Ordinary Hazard, Group 1.
  4. Mechanical Equipment Rooms: Ordinary Hazard, Group 1.
  5. Office and Public Areas: Light Hazard.
- iv. Minimum Density for Automatic-Sprinkler Piping Design:
1. Light-Hazard Occupancy: 0.10 gpm over 1500-sq. ft. (4.1 mm/min. over 139sq. m) area.
  2. Ordinary-Hazard, Group 1 Occupancy: 0.15 gpm over 1500-sq. ft. (6.1 mm/min. over 139-sq. m) area.
- v. Maximum Protection Area per Sprinkler: Per UL listing.
- vi. Total Combined Hose-Stream Demand Requirement: According to NFPA 13 unless otherwise indicated:
1. Light-Hazard Occupancies: 100 gpm (6.3 L/s) for 30 minutes.
  2. Ordinary-Hazard Occupancies: 250 gpm (15.75 L/s) for 60 to 90 minutes.

#### 5.16 SUBMITTALS:

- a. Product Data: For each type of product indicated.
- b. Shop Drawings: For wet-pipe sprinkler systems. Include plans, elevations, sections, details, and attachments to other work.
- i. Wiring Diagrams: For power, signal, and control wiring.
- c. Delegated-Design Submittal: For sprinkler systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.



- d. Qualification Data: For qualified Installer and professional engineer.
- e. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.
- f. Welding certificates.
- g. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."
- h. Field quality-control reports.
- i. Operation and maintenance data.

#### **5.17 QUALITY ASSURANCE:**

- a. Installer Qualifications:
  - i. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional engineering services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.
- b. Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.
- c. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- d. NFPA Standards: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:
  - i. NFPA 13, "Installation of Sprinkler Systems."
  - ii. NFPA 24, "Installation of Private Fire Service Mains and Their Appurtenances."

#### **5.18 PIPING MATERIALS:**

- a. Standard Weight, Galvanized-and Black-Steel Pipe: ASTM A 53/A 53M, Type E, Grade B . Pipe ends may be factory or field formed to match joining method.
- b. Schedule 30, Galvanized- and Black-Steel Pipe: ASTM A 135; ASTM A 795/A 795M, Type E; or ASME B36.10M, wrought steel; with wall thickness not less than Schedule 30 and not more than Schedule 40. Pipe ends may be factory or field formed to match joining method.
- c. Thinwall Galvanized and Black-Steel Pipe: ASTM A 135 or ASTM A 795/A 795M, threadable, with wall thickness less than Schedule 30 and equal to or greater than Schedule 10. Pipe ends may be factory or field formed to match joining method.
- d. Schedule 5 Steel Pipe: ASTM A 135 or ASTM A 795/A 795M, lightwall, with plain ends.
- e. Galvanized and Black-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, standard-weight, seamless steel pipe with threaded ends.
- f. Galvanized and Uncoated, Steel Couplings: ASTM A 865, threaded.
- g. Galvanized and Uncoated, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
- h. Malleable- or Ductile-Iron Unions: UL 860.
- i. Cast-Iron Flanges: ASME 16.1, Class 125.
- j. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.
- k. Steel Welding Fittings: ASTM A 234/A 234M and ASME B16.9.
- l. Grooved-Joint, Steel-Pipe Appurtenances:
  - vii. Manufacturers: Subject to compliance with requirements, provide products by





one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Anvil International, Inc.
  2. Corcoran Piping System Co.
  3. National Fittings, Inc.
  4. Shurjoint Piping Products.
  5. Tyco Fire & Building Products LP.
  6. Victaulic Company.
- viii. Pressure Rating: 175 psig (1200 kPa) minimum.
- ix. Galvanized and Uncoated, Grooved-End Fittings for Steel Piping: ASTM A 47/A 47M, malleable-iron casting or ASTM A 536, ductile-iron casting; with dimensions matching steel pipe.
- x. Grooved-End-Pipe Couplings for Steel Piping: AWWA C606 and UL 213, rigid pattern, unless otherwise indicated, for steel-pipe dimensions. Include ferrous housing sections, EPDM-rubber gasket, and bolts and nuts.
- m. Steel Pressure-Seal Fittings: UL 213, FM-approved, 175-psig (1200-kPa) pressure rating with steel housing, rubber O-rings, and pipe stop; for use with fitting manufacturers' pressure-seal tools.
- xi. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Victaulic Company.

#### **5.19 PIPING JOINING MATERIALS:**

- i. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick or ASME B16.21, nonmetallic and asbestos free.
  - a. Class 125, Cast-Iron Flat-Face Flanges: Full-face gaskets.
- ii. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- iii. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

#### **5.20 LISTED FIRE-PROTECTION VALVES:**

##### **General Requirements:**

- Valves shall be UL listed or FM approved.
- Minimum Pressure Rating: 175 psig (1200 kPa). B. Check Valves:

##### **a. Manufacturers:**

- i Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. AFAC Inc.
  2. American Cast Iron Pipe Company; Waterous Company Subsidiary.
  3. Anvil International, Inc.
  4. Clow Valve Company; a division of McWane, Inc.
  5. Crane Co.; Crane Valve Group; Crane Valves.
  6. Crane Co.; Crane Valve Group; Jenkins Valves.



- 7. Crane Co.; Crane Valve Group; Stockham Division.
- 8. Fire-End & Croker Corporation.
- 9. Fire Protection Products, Inc.
- 10. Fivalco Inc.
- 11. Globe Fire Sprinkler Corporation.
- 12. Groeniger & Company.
- 13. Kennedy Valve; a division of McWane, Inc.
- 14. Matco-Norca.
- 15. Metraflex, Inc.
- 16. Milwaukee Valve Company.
- 17. Mueller Co.; Water Products Division.
- 18. NIBCO INC.
- 19. Potter Roemer.
- 20. Reliable Automatic Sprinkler Co., Inc.
- 21. Shurjoint Piping Products.
- 22. Tyco Fire & Building Products LP.
- 23. United Brass Works, Inc.
- 24. Venus Fire Protection Ltd.
- 25. Victaulic Company.
- 26. Viking Corporation. aa.
- 27. Watts Water Technologies, Inc.
  
- ii Standard: UL 312.
- iii Pressure Rating: 250 psig (1725 kPa) minimum.
- iv Type: Swing check.
- v Body Material: Cast iron.
- vi End Connections: Flanged or grooved. C. Bronze OS&Y Gate Valves:  
 Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - i Crane Co.; Crane Valve Group; Crane Valves.
  - ii Crane Co.; Crane Valve Group; Stockham Division.
  - iii Milwaukee Valve Company.
  - iv NIBCO INC.
  - v United Brass Works, Inc.
  
- vii Standard: UL 262.
- viii Pressure Rating: 175 psig (1200 kPa).
- ix Body Material: Bronze.
- x End Connections: Threaded. D. Iron OS&Y Gate Valves:  
 Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - i Crane Co.; Crane Valve Group; Crane Valves.
  - ii Crane Co.; Crane Valve Group; Stockham Division.
  - iii Milwaukee Valve Company.
  - iv NIBCO INC.
  - v United Brass Works, Inc.
  
- xi Standard: UL 262.
- xii Pressure Rating: 175 psig (1200 kPa).



- xiii Body Material: Bronze.
- xiv End Connections: Threaded. D. Iron OS&Y Gate Valves:  
Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- xv Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  1. American Cast Iron Pipe Company; Waterous Company Subsidiary.
  2. American Valve, Inc.
  3. Clow Valve Company; a division of McWane, Inc.
  4. Crane Co.; Crane Valve Group; Crane Valves.
  5. Crane Co.; Crane Valve Group; Jenkins Valves.
  6. Crane Co.; Crane Valve Group; Stockham Division.
  7. Hammond Valve.
  8. Milwaukee Valve Company.
  9. Mueller Co.; Water Products Division.
  10. NIBCO INC.
  11. Shurjoint Piping Products.
  12. Tyco Fire & Building Products LP.
  13. United Brass Works, Inc.
  14. Watts Water Technologies, Inc.
- xvi Standard: UL 262.
- xvii Pressure Rating: 250 psig (1725 kPa) minimum.
- xviii Body Material: Cast or ductile iron.
- xix End Connections: Flanged or grooved. E. Indicating-Type Butterfly Valves:  
Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. Anvil International, Inc.
  2. Fivalco Inc.
  3. Global Safety Products, Inc.
  4. Kennedy Valve; a division of McWane, Inc.
  5. Milwaukee Valve Company.
  6. NIBCO INC.
  7. Shurjoint Piping Products.
  8. Tyco Fire & Building Products LP.
  9. Victaulic Company.
- xx Standard: UL 1091.
- xxi Pressure Rating: 175 psig (1200 kPa) minimum.
- xxii Valves NPS 2 (DN 50) and Smaller:
  1. Valve Type: Ball or butterfly.
  2. Body Material: Bronze.
  3. End Connections: Threaded.
- xxiii Valves NPS 2-1/2 (DN 65) and Larger:
  1. Valve Type: Butterfly.
  2. Body Material: Cast or ductile iron.
  3. End Connections: Flanged, grooved, or wafer.
- xxiv Valve Operation: Integral 115-V ac, prewired, two-circuit, supervisory switch visual indicating device.

## 5.21 TRIM AND DRAIN VALVES:



### **General Requirements:**

- Standard: UL's "Fire Protection Equipment Directory" Listing or "Approval Guide," published by FM Global, listing.
- Minimum Pressure Rating: 175 psig (1200 kPa). B. Ball Valve

### **Manufacturers:**

Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Affiliated Distributors.
2. Anvil International, Inc.
3. Barnett.
4. Conbraco Industries, Inc.; Apollo Valves.
5. Fire-End & Croker Corporation.
6. Fire Protection Products, Inc.
7. Flowserve.
8. FNW.
9. Jomar International, Ltd.
10. Kennedy Valve; a division of McWane, Inc.
11. Kitz Corporation.
12. Legend Valve.
13. Metso Automation USA Inc.
14. Milwaukee Valve Company.
15. NIBCO INC.
16. Potter Roemer.
17. Red-White Valve Corporation.
18. Southern Manufacturing Group.
19. Stewart, M. A. and Sons Ltd.
20. Tyco Fire & Building Products LP.
21. Victaulic Company.
22. Watts Water Technologies, Inc.

## **5.22 SPECIALTY VALVES:**

### **General Requirements:**

- Standard: UL's "Fire Protection Equipment Directory" Listing or "Approval Guide," published by FM Global, listing.
- Minimum Pressure Rating: 175 psig (1200 kPa)
- Body Material: Cast or ductile iron.
- Size: Same as connected piping.
- End Connections: Flanged or grooved.

## **5.23 SPINKLER SPECIALTY PIPE FITTINGS**

### xii. Branch Outlet Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not



limited to, the following:

- a. Anvil International, Inc.
  - b. National Fittings, Inc.
  - c. Shurjoint Piping Products.
  - d. Tyco Fire & Building Products LP.
  - e. Victaulic Company.
2. Standard: UL 213.
  3. Pressure Rating: 175 psig (1200 kPa) minimum.
  4. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
  5. Type: Mechanical-T and -cross fittings.
  6. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
  7. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
  8. Branch Outlets: Grooved, plain-end pipe, or threaded. B. Flow Detection and Test
- xiii. Assemblies:
1. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. AGF Manufacturing Inc.
    - b. Reliable Automatic Sprinkler Co., Inc.
    - c. Tyco Fire & Building Products LP.
    - d. Victaulic Company.
  2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
  3. Pressure Rating: 175 psig (1200 kPa) minimum.
  4. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
  5. Size: Same as connected piping.
  6. Inlet and Outlet: Threaded.
- xiv. Sprinkler Inspector's Test Fittings:
1. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. AGF Manufacturing Inc.
    - b. Triple R Specialty
    - c. Tyco Fire & Building Products LP.
    - d. Victaulic Company.
    - e. Viking Corporation
  2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
  3. Pressure Rating: 175 psig (1200 kPa) minimum.
  4. Body Material: Cast- or ductile-iron housing with sight glass.
  5. Size: Same as connected piping.
  6. Inlet and Outlet: Threaded. D. Adjustable Drop Nipples:
  7. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CECA, LLC.



- b. Corcoran Piping System Co.
- c. Merit Manufacturing; a division of Anvil International, Inc.
- 8. Standard: UL 1474.
- 9. Pressure Rating: 250 psig (1725 kPa) minimum.
- 10. Body Material: Steel pipe with EPDM-rubber O-ring seals.
- 11. Size: Same as connected piping.
- 12. Length: Adjustable.
- 13. Inlet and Outlet: Threaded. E. Flexible, Sprinkler Hose Fittings:
- 14. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Fivalco Inc.
  - b. FlexHead Industries, Inc.
  - c. Gateway Tubing, Inc.
- 15. Standard: UL 1474.
- 16. Type: Flexible hose for connection to sprinkler, and with bracket for connection to ceiling grid.
- 17. Pressure Rating: 175 psig (1200 kPa) minimum.
- 18. Size: Same as connected piping, for sprinkler.

## 5.24 SPINKLERS

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. AFAC Inc.
  - b. Globe Fire Sprinkler Corporation.
  - c. Reliable Automatic Sprinkler Co., Inc.
  - d. Tyco Fire & Building Products LP.
  - e. Venus Fire Protection Ltd.
  - f. Victaulic Company.
  - g. Viking Corporation. B. General Requirements:
2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
3. Pressure Rating for Residential Sprinklers: 175 psig (1200 kPa) maximum.
4. Pressure Rating for Automatic Sprinklers: 175 psig (1200 kPa) minimum.
5. Pressure Rating for High-Pressure Automatic Sprinklers: 250 psig (1725 kPa) minimum.
  - i. Automatic Sprinklers with Heat-Responsive Element:
    1. Early-Suppression, Fast-Response Applications: UL 1767.
    2. Nonresidential Applications: UL 199.
    3. Characteristics: Nominal 1/2-inch (12.7-mm) orifice with Discharge Coefficient
  - ii. K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application. D. Sprinkler Finishes:
    1. Chrome plated.
    2. Bronze.
    3. Painted.
  - iii. Special Coatings:
    1. Wax.
    2. Lead.
    3. Corrosion-resistant paint.



- iv. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.
  - 1. Ceiling Mounting: Plastic, white finish, one piece, flat.
  - 2. Sidewall Mounting: Plastic, white finish, one piece, flat. G.
- v. Sprinkler Guards:
- vi. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Reliable Automatic Sprinkler Co., Inc.
  - 2. Tyco Fire & Building Products LP.
  - 3. Victaulic Company.
  - 4. Viking Corporation.
- vii. Standard: UL 199.
- viii. Type: Wire cage with fastening device for attaching to sprinkler.

## 5.25 ALARM DEVICES

- i. Alarm-device types shall match piping and equipment connections.
- ii. Water-Flow Indicators:
  - 1. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ADT Security Services, Inc.
    - b. McDonnell & Miller; ITT Industries.
    - c. Potter Electric Signal Company.
    - d. System Sensor; a Honeywell company.
    - e. Viking Corporation.
    - f. Watts Industries (Canada) Inc.
  - 2. Standard: UL 346.
  - 3. Water-Flow Detector: Electrically supervised.
  - 4. Components: Two single-pole, double-throw circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, fieldadjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
  - 5. Type: Paddle operated.
  - 6. Pressure Rating: 250 psig (1725 kPa).
  - 7. Design Installation: Horizontal or vertical. C. Valve Supervisory Switches:
  - 8. Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Fire-Lite Alarms, Inc.; a Honeywell company.
    - b. Kennedy Valve; a division of McWane, Inc.
    - c. Potter Electric Signal Company.
    - d. System Sensor; a Honeywell company.
  - 9. Standard: UL 346.
  - 10. Type: Electrically supervised.
  - 11. Components: Single-pole, double-throw switch with normally closed contacts.
  - 12. Design: Signals that controlled valve is in other than fully open position.



## 5.26 PRESSURE GAGES

- i Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. AMETEK; U.S. Gauge Division.
  - 2. Ashcroft, Inc.
  - 3. Brecco Corporation.
  - 4. WIKA Instrument Corporation. B. Standard: UL 393.
- ii Dial Size: 3-1/2- to 4-1/2-inch (90- to 115-mm) diameter.
- iii Pressure Gage Range: 0 to 250 psig (0 to 1725 kPa) minimum.
- iv Water System Piping Gage: Include "WATER" or "AIR/WATER" label on dial face.

## 5.27 EXECUTION: SERVICE-ENTRANCE PIPING

- i Connect sprinkler piping to water-service piping for service entrance to building. Comply with requirements for exterior piping in Division 2 Section "Facility Fire-Suppression Water-Service Piping."
- ii Install shutoff valve, backflow preventer, pressure gage, drain, and other accessories indicated at connection to water-service piping. Comply with requirements for backflow preventers in Division 2 Section "Facility Fire-Suppression Water-Service Piping."
- iii Install shutoff valve, check valve, pressure gage, and drain at connection to water service.

## 5.28 PIPING INSTALLATION

- i Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.
  - 1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.
- ii Piping Standard: Comply with requirements for installation of sprinkler piping in NFPA 13.
- iii Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.
- iv Install unions adjacent to each valve in pipes NPS 2 (DN 50) and smaller.
- v Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections.
- vi Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.
- vii Install sprinkler piping with drains for complete system drainage.
- viii Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.
- ix Install automatic (ball drip) drain valve at each check valve for fire-department connection, to drain piping between fire-department connection and check valve. Install drain piping to and spill over floor drain or to outside building. J. Install alarm devices in piping systems.
- x Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13.
- xi Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than NPS 1/4 (DN 8) and with soft metal seated globe valve, arranged for draining pipe between





- gage and valve. Install gages to permit removal, and install where they will not be subject to freezing. M. Fill sprinkler system piping with water.
- xii Install electric heating cables and pipe insulation on sprinkler piping in areas subject to freezing.
  - xiii Install sleeves for piping penetrations of walls, ceilings, and floors.
  - xiv Install sleeve seals for piping penetrations of concrete walls and slabs.
  - xv Install escutcheons for piping penetrations of walls, ceilings, and floors.

## 5.29 JOINT CONSTRUCTION

- i Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.
- ii Install unions adjacent to each valve in pipes NPS 2 (DN 50) and smaller.
- iii Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections.
- iv Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- v Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- vi Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.
- vii Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  1. Apply appropriate tape or thread compound to external pipe threads.
  2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- viii Twist-Locked Joints: Insert plain end of steel pipe into plain-end-pipe fitting. Rotate retainer lugs one-quarter turn or tighten retainer pin.
- ix Steel-Piping, Pressure-Sealed Joints: Join lightwall steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.
- x Welded Joints: Construct joints according to AWS D10.12M/D10.12, using qualified processes and welding operators according to "Quality Assurance" Article.
  1. Shop weld pipe joints where welded piping is indicated. Do not use welded joints for galvanized-steel pipe.
- xi Steel-Piping, Cut-Grooved Joints: Cut square-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe joints.
- xii Steel-Piping, Roll-Grooved Joints: Roll rounded-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe grooved joints.
- xiii Steel-Piping, Pressure-Sealed Joints: Join Schedule 5 steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.
- xiv Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

## 5.30 VALVE AND SPECIALTIES INSTALLATION

- i Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.
- ii Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent



- identification signs indicating portion of system controlled by each valve.
- iii Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources. D. Specialty Valves:
    - 1. General Requirements: Install in vertical position for proper direction of flow, in main supply to system.
    - 2. Alarm Valves: Include bypass check valve and retarding chamber drain-line connection.

### **5.31 SPRINKLER INSTALLATION**

- i Install sprinklers in suspended ceilings in center of narrow dimension of acoustical ceiling panels.
- ii Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.
- iii Install sprinklers into flexible, sprinkler hose fittings and install hose into bracket on ceiling grid.

### **5.32 FIRE-DEPARTMENT CONNECTION INSTALLATION**

- i Install wall-type, fire-department connections.
- ii Install automatic (ball drip) drain valve at each check valve for fire-department connection.

### **5.33 IDENTIFICATION**

- i Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.
- ii Identify system components, wiring, cabling, and terminals.

### **5.34 FIELD QUALITY CONTROL**

- i Perform tests and inspections.
- ii Tests and Inspections:
  - 1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
  - 3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
  - 4. Energize circuits to electrical equipment and devices.
  - 5. Coordinate with fire-alarm tests. Operate as required.
  - 6. Coordinate with fire-pump tests. Operate as required.
  - 7. Verify that equipment hose threads are same as local fire-department equipment.
- iii Sprinkler piping system will be considered defective if it does not pass tests and inspections.
- iv Prepare test and inspection reports.

### **5.35 CLEANING**

- i Clean dirt and debris from sprinklers.
- ii Remove and replace sprinklers with paint other than factory finish.

### **5.36 PIPING SCHEDULE**

- i Piping between Fire-Department Connections and Check Valves: Galvanized,



- standard-weight steel pipe with threaded ends; cast-iron threaded fittings; and threaded or grooved ends; grooved-end fittings; grooved-end-pipe couplings; and grooved joints.
- ii Sprinkler specialty fittings may be used, downstream of control valves, instead of specified fittings.
  - iii Wet-pipe sprinkler system, NPS 2 (DN 50) and smaller, shall be one of the following:
    1. Standard-weight or Schedule 30, galvanized-steel pipe with threaded ends; galvanized, gray-iron threaded fittings; and threaded joints.
    2. Standard-weight or Schedule 30, galvanized-steel pipe with cut-grooved ends; galvanized, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
  - iv Standard-pressure, wet-pipe sprinkler system, NPS 2-1/2 to NPS 6 (DN 65 to DN 150), shall be one of the following:
    1. Standard-weight or Schedule 30, galvanized-steel pipe with threaded ends; galvanized, gray-iron threaded fittings; and threaded joints.
    2. Standard-weight or Schedule 30, galvanized-steel pipe with cut-grooved ends; galvanized, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.

### 5.37 SPRINKLER SCHEDULE

- i Use sprinkler types in subparagraphs below for the following applications:
  1. Rooms without Ceilings: Upright sprinklers.
  2. Rooms with Suspended Ceilings: Pendent sprinklers, in back of house areas  
Concealed sprinklers in front of house areas.
  3. Wall Mounting: Sidewall sprinklers.
  4. Spaces Subject to Freezing: Pendent, dry sprinklers.
  5. Special Applications: Extended-coverage, flow-control, and quick-response sprinklers where indicated.
- ii Provide sprinkler types in subparagraphs below with finishes indicated.
  1. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
  2. Flush Sprinklers: Bright chrome, with painted white escutcheon.
  3. Recessed Sprinklers: Bright chrome, with bright chrome escutcheon.
  4. Upright Pendent and Sidewall Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax coated where exposed to acids, chemicals, or other corrosive fumes.

### 5.38. CONSTRUCTION WASTE MANAGEMENT

- i **DEFINITIONS**
  1. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
  2. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
  3. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
  4. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
  5. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.



6. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- i. PERFORMANCE REQUIREMENTS
- ii. ACTION SUBMITTALS
  1. Waste Management Plan: Submit plan within **7** days of date established for the Notice to Proceed.
- iii. INFORMATIONAL SUBMITTALS
  1. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
    - a. Material category.
    - b. Generation point of waste.
  2. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
  3. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
  4. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
  5. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
  6. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
  7. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- iv. QUALITY ASSURANCE
  1. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- v. WASTE MANAGEMENT PLAN
  1. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
  2. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
  3. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
    - a. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
    - b. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and





1. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - a. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
2. Burning: Do not burn waste materials.
3. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.
4. Disposal: Transport waste materials off Owner's property and legally dispose of them.

### 5.39. SUBSTANTIAL COMPLETION

- i. PRELIMINARY PROCEDURES: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Complete startup testing of systems.
  8. Submit test/adjust/balance records.
  9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  11. Complete final cleaning requirements, including touchup painting.
  12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- ii. INSPECTION: Submit a written request for inspection for Substantial Completion. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.
- iii. FINAL COMPLETION:



1. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
    - a. Submit a final Application for Payment
    - b. Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
    - c. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
    - d. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  2. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
    - e. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- iv. LIST OF INCOMPLETE ITEMS (PUNCH LIST):
1. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
    - a. Submit list of incomplete items in the following format:
      - i. PDF electronic file.
- v. WARRANTIES:
1. Submittal Time: Submit written warranties on request of Consultant for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
  2. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
    - a. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

#### 5.40. MATERIALS

- i. CLEANING AGENTS: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

#### 5.41. EXECUTION: FINAL CLEANING

- i. GENERAL: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- ii. CLEANING: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building



cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - e. Remove labels that are not permanent.
  - f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - g. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  - h. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - i. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - j. Replace disposable air filters and clean permanent air filters.
  - k. Leave Project clean and ready for occupancy.

## **ARTICLE 6: SAFETY**

### **6.1 GENERAL:**

CONTRACTOR shall adhere to all applicable OSHA standards while performing work within the City of North Lauderdale. In addition, the following safety requirements shall apply to any work performed under this Agreement.

- Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results. Additionally, all work in public rights-of-way shall be performed in accordance with a Florida Department of Transportation, Broward County and/or City approved maintenance of traffic (MOT) plan prepared by the CONTRACTOR. The costs related to any and all materials required for said traffic regulation shall be included. Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this Agreement is being performed.
- All workers must wear an ANSI approved Class I, II, or III high visibility lime green or orange safety vest when conducting maintenance operations within public rights-of-way, medians and CITY owned property.
- All workers performing overhead maintenance operations shall wear hard hats conforming to ANSI Z89.1 standards.
- All maintenance vehicles shall be equipped with full functioning and visible rotating/strobe lights that shall be utilized at all times while conducting maintenance operations within the road right-of-way. All vehicles shall be appropriately and visibly





marked with the company name and phone number.

## **6.2 PRODUCT MAINTENANCE MANUALS:**

- 1) Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- 2) Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- 3) Product Information: Include the following, as applicable:
  1. Product name and model number
  2. Manufacturer's name
  3. Color, pattern, and texture
  4. Material and chemical composition
  5. Reordering information for specially manufactured products
- 4) Maintenance Procedures: Include manufacturer's written recommendations and the following:
  1. Inspection procedures
  2. Types of cleaning agents to be used and methods of cleaning
  3. List of cleaning agents and methods of cleaning detrimental to product
  4. Schedule for routine cleaning and maintenance
  5. Repair instructions
- 5) Repair Materials and Sources: Include lists of materials and local sources of materials and related services
- 6) Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds

## **6.3 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS**

- 1) Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below
- 2) Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual
- 3) Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  1. Test and inspection instructions
  2. Troubleshooting guide
  3. Precautions against improper maintenance
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions
  5. Aligning, adjusting, and checking instructions
  6. Demonstration and training video recording, if available
- 4) Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services



- 5) Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent
- 6) Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds

#### **6.4 MANUAL PREPARATION**

- 1) Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work
- 2) Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system
- 3) Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable
  1. Do not use original project record documents as part of operation and maintenance manuals.



## SECTION VI PROPOSAL EVALUATION CRITERIA AND METHODOLOGY

### AWARD OF AGREEMENT

The City shall make award to firm providing the highest score in each of the categories included herein. The City reserves the right to utilize an aggregate score for all categories in the event that a single aggregate award is in the best interest of the City. The City shall make the final determination in the determination of the final award.

### SCORING CRITERIA

The selection process consists of evaluation, scoring and selection by the Selection and Evaluation Committee (SEC), established for this purpose. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points, which will be used to rank each firm. The ranking of each firm will be tabulated from each SEC Member and combined with other SEC Members to determine the total score and weighted score for the firm.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm’s chance of being selected.

The scoring criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top-ranking RFP submittals.

#	EVALUATION CATEGORIES	POINTS RANGE
1	Firm’s expertise and experience relative to the scope of services to be performed (Does the firm demonstrate that it has the capabilities and can successfully perform the standard of fire sprinkler work required?)	20
2	Adequacy of firm’s personnel and on-hand equipment relative to the scope of services to be performed (Does the firm have sufficient trained personnel and the quantities of fire sprinkler installation equipment needed to maintain quality operations?)	20
3	Completeness and submitted proposal (Does the submitted proposal contain the information required by the RFP document to be submitted?)	10
4	References From other Municipalities: (Response from parties listed as references. Points may be deducted for incomplete or incorrect contact information being provided for references listed.)	15
5	Firm’s price proposal (Price will be evaluated on a weighted scale with the lowest submission being awarded the highest point total)	30
<b>Total Points:</b>		<b>Up To 100</b>

As the best interest of the CITY may require, the right is reserved to reject any and all



proposals or waive any minor irregularity or technicality in proposals received.

The CITY reserves the right to request additional information and/or request oral presentations from proposers in order to make any recommendations related to this solicitation. The CITY reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work provided.

The CITY also reserves the right to split contracted services if it is in the best interest of the CITY. The CITY reserves the right to award this proposal to the proposer(s), which in its sole discretion believes best serves its interest. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

### **DISCUSSIONS & PRESENTATIONS**

Once all Proposal responses are evaluated, the SEC may determine a “shortlist” of the highest-scoring firms provide additional discussions regarding their individual proposal response.

The short-listed Proposers may be requested to make presentations to the SEC. The City may require additional information after evaluating the submittals, and Proposers agree to furnish such information upon the City’s request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the SEC require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The SEC may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The SEC reserves the right to request the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public in and conducted in accordance with the requirements of Florida Statutes 286.0113 “General Exemptions from Public Meetings”.

**CONTACT WITH PERSONNEL OF THE CITY OF NORTH LAUDERDALE OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS**



## SECTION VII PROPOSAL SCHEDULE AND PRICING FORM INFORMATION

Through submission of this bid, Bidder hereby declares that they have carefully examined the site of the proposed work, the plans and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered. The City intends to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per groups of items, whichever appears to be in the best interest of the City.

### Excel Form Instructions

This solicitation uses an Electronic Price Form in the Microsoft Excel spreadsheet format as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information** in the appropriate fields. The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will auto calculate the total automatically. Bidder shall recheck all entries prior to submission to ensure correct calculations. The City of North Lauderdale shall not be responsible for

Once complete, save the file and include in your electronic submission of your bid on DemandStar as part of your bid submittal.

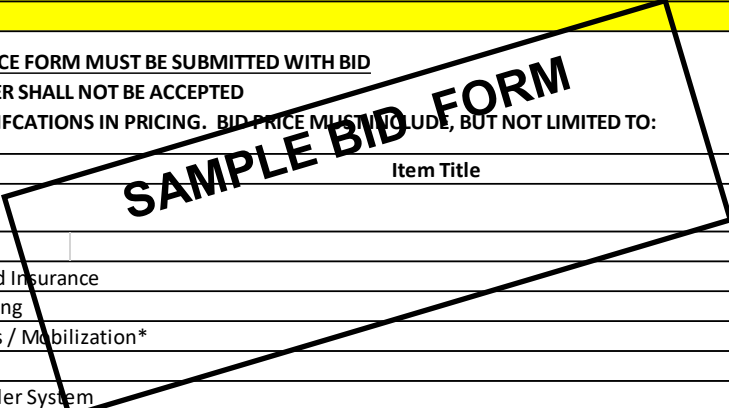
If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4776.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
  - a. Bidder has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.
  - b. Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form."
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



### BID SCHEDULE

<b>FIRE STATION 44 SPRINKLER REPLACEMENT PROJECT RFP #22-03-414</b>		
<b>Enter information in the yellow, unlocked cells.</b>		
<b>VENDOR'S NAME:</b>		
<b>VENDOR ADDRES:</b>		
<b>CONTACT PERSON:</b>		
<b>PHONE:</b>		
<b>EMAIL:</b>		
<p><b>THIS ELECTRONIC PROPOSAL PRICE FORM MUST BE SUBMITTED WITH BID PRICES SUBMITTED IN ANY OTHER SHALL NOT BE ACCEPTED PLEASE PROVIDE DETAILED SPECIFCATIONS IN PRICING. BID PRICE MUST INCLUDE, BUT NOT LIMITED TO:</b></p>		
	Item Title	Lump Sum
<b>PROPOSAL SCHEDULE</b>		
01	Indemnification	\$ 10.00
02	Proposal Bonding and Insurance	
03	Design and Engineering	
04	General Requiremnts / Mobilization*	
05	Materials	
06	Installation of Sprinkler System	
<b>TOTAL</b>		<b>\$ 10.00</b>
<b>Total (written out)</b>		
<p>* Mobilization/Demobilization, Item #1, Has a 5% Cap. Any Amount Entered Above 5% Shall Be Distributed Amongst the Remaining Line Items and Will Not Change the Bidder's Total Price Bid.</p> <p>Any estimate or estimates of quantities of work or materials in the Schedule of Unit Prices and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved.</p> <p>It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner.</p>		





## BID SUBMITTAL CHECKLIST SECTION # 6

In order to assure that your e-bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each Consultant. It is the Consultant's responsibility to read and understand all provisions. Include this completed checklist to verify that the referenced content is included in the submission.

**Failure to complete and return the required forms/documentation in submission may result in e-bid being non-responsive and not considered for award.**

- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Electronic E-bid Form for Pricing
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Drug-Free Workplace Form
- Vendor Ownership and Demographic Form
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

**\*Please check [www.demandstar.com](http://www.demandstar.com) or City website  
for addenda and changes before submitting final e-bid\***



**SAMPLE AGREEMENT WITH 2 CFR LANGUAGE  
BETWEEN THE CITY OF NORTH LAUDERDALE  
AND \_\_\_\_\_**

**THIS AGREEMENT ("Agreement")**, dated this \_\_\_\_\_ day of \_\_\_\_\_, **2022**, and is entered into by and between:

**CITY OF NORTH LAUDERDALE**, a municipal corporation of the State of Florida with a business address of **701 SW 71<sup>st</sup> AVENUE, NORTH LAUDERDALE, FLORIDA 33068** hereinafter referred to as "CITY,"

and

\_\_\_\_\_ a \_\_\_\_\_ corporation authorized to do business in the State of Florida, with a principal address of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1- PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide \_\_\_\_\_, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said **Invitation to Bid (ITB)/Request for Proposal (RFP) # \_\_\_\_\_**.





- 1.2 On \_\_\_\_\_, the bids were opened at City Hall by the Purchasing and Contracts Division.
- 1.3 On \_\_\_\_\_, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described hereinbelow.
- 1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2 - SERVICES AND RESPONSIBILITIES**

- 2.1 CONTRACTOR hereby agrees to \_\_\_\_\_, as more particularly described and in accordance with the scope of work and special conditions outlined in the specifications \_\_\_\_\_, attached hereto as **Exhibit "A"** and by this reference made a part hereof and CONTRACTOR proposal attached hereto as **Exhibit "B"** and by this reference made a part hereof. CONTRACTOR agrees to perform all services required pursuant to this Agreement.
- 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONTRACTOR shall supervise the workforce to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.
- 2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the commencement of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY 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.
- 2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



- 2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.
- 2.8 CONTRACTOR agrees that all meetings relating to the services herein require shall take place at a CITY facility or via conference call, where practicable. Work performed pursuant to this Agreement shall take place with a CITY representative present, if CITY so desires.

**ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1 The work to be performed under this Agreement shall be commenced immediately upon CONTRACTOR's receipt of CITY's Notice to Proceed. The work shall be completed within \_\_\_\_\_ (\_\_\_\_\_) days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments, change orders, and/or addenda thereto. For the purposes of this Agreement, completion shall mean the issuance of final permit.
- 3.2 During the pre-service portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the service portion of the work may be obtained. In the event that any delays in the pre-service or service portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.
- 3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.
- 3.4 **Time is of the essence for this Agreement.** In the event, the CONTRACTOR shall fail to timely commence the services herein required following the Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in this Agreement after due allowance for any extension or extensions of time, the CITY may immediately terminate this Agreement as set forth below.
- 3.5 CONTRACTOR shall notify the CITY's \_\_\_\_\_, in writing, of any change in the names and addresses of each subcontractor proposed for principal parts of the Project, and any changes in subcontractors from those proposed in



CONTRACTOR's bid proposal, and for such others as the CITY's \_\_\_\_\_ may direct, and shall not employ any that CITY may, within a reasonable time, object to.

#### **ARTICLE 4 - COMPENSATION AND METHOD OF PAYMENT**

- 4.1 The CITY agrees to compensate CONTRACTOR monthly for all equipment provided and for work that has been completed, inspected, and properly invoiced in accordance with the price terms set forth in **Exhibit "B"** attached hereto and made a part hereof by this reference. The total compensation for all services herein required shall NOT EXCEED \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_).
- 4.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage not to exceed five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number, and purchase order number. The CITY has up to twenty-five (25) business days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.
- 4.3 To the extent that CONTRACTOR engages subcontractors to perform pursuant to this Agreement CONTRACTOR shall be solely responsible for making payment to its subcontractors. CITY shall not have any obligation to pay or to see the payment of any monies to any subcontractor.

#### **ARTICLE 5 - WAIVER OF LIENS**

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

#### **ARTICLE 6 - WARRANTY**

- 6.1 CONTRACTOR warrants its work against defect for a period of one (1) year from the date of completion of the services herein required. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages



caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any performance or payment bonds, which may be required by the original bid document.

## **ARTICLE 7 - CHANGES IN SCOPE OF WORK**

- 7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibits "A" and "B"**, attached hereto and by this reference made a part hereof, as more particularly described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the of the CITY's Code of Ordinances, and must be contained in a written amendment or change order, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- 7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement or change order executed by the Parties hereto.

## **ARTICLE 8 - INDEMNIFICATION**

- 8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 8.2 CONTRACTOR's aggregate liability resulting from this Agreement shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR.
- 8.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 8.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



- 8.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 9 - INSURANCE**

- 9.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 9.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 9.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written Agreement from its agent to provide the CITY thirty (30) days' notice of cancellation.
- 9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 9.6 **REQUIRED INSURANCE.**
- 9.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products &



completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for ten (10) years after the final payment under this Contract.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- 9.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the Scope of Work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and its subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B      \$100,000 Each Accident  
   \$500,000 Disease – Policy Limit  
   \$100,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

- 9.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)



Combined Single Limit (Each Accident) - \$1,000,000

2. Hired Autos (Symbol 8)

Combined Single Limit (Each Accident) - \$1,000,000

3. Non-Owned Autos (Symbol 9)

Combined Single Limit (Each Accident) - \$1,000,000

9.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000, as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

9.7 REQUIRED ENDORSEMENTS.

9.7.1 The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein.

9.7.2 Waiver of all Rights of Subrogation against the CITY.

9.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

9.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

9.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

9.7.6 The City of North Lauderdale shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

9.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

9.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



- 9.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 9.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

#### **ARTICLE 10 - NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY'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 provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.





## ARTICLE 12 - TERMINATION

- 12.1 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing seven (7) business days written notice to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.
- 12.2 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure.
- 12.3 This Agreement may be terminated by the CITY at any time before issuance of a Notice to Proceed. If this Agreement is cancelled in such manner, the CONTRACTOR shall not be entitled to compensation under this Agreement.

## ARTICLE 13 - UNCONTROLLABLE FORCES

- 13.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, act of God, war, riot, civil disturbance, sabotage, and governmental actions.
- 13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## ARTICLE 14 - AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 15 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 16 - SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

## **ARTICLE 17 - MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

## **ARTICLE 18 - DEFAULT OF CONTRACT & REMEDIES**

- 18.1 **Liquidated Damages.** As a breach of this Agreement would cause serious and substantial damage to CITY property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty,        **DOLLARS AND ZERO CENTS (\$\_\_\_\_\_)** for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.
- 18.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and replace any personnel who fail



to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.3.1 The abandonment of the project that is the subject of this Agreement by CONTRACTOR for a period of more than seven (7) business days.

18.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's \_\_\_\_\_ relative thereto.

18.3.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.3.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.3.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal,



failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.4.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the cost's incident thereto to such default.

18.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.4.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19 - BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 20 - DISPUTE RESOLUTION**



In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly agrees that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

## **ARTICLE 21 - PUBLIC RECORDS**

- 21.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Laws. Specifically, the CONTRACTOR shall:
- 21.1.1 Keep and maintain public records required by the CITY to perform the service;
  - 21.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
  - 21.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 21.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

## **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 AGREEMENT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS AT:**

**CITY CLERK  
701 SOUTHWEST 71<sup>ST</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056  
[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**

**ARTICLE 22 – FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

**22.1 Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation,



gender identity, or national origin.

- 22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or



by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1 through (22.1.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.
- 22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.
- 22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer





or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**22.4.1 Overtime requirements.** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**22.4.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in this section, paragraph (i), the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

**22.4.3 Withholding for unpaid wages and liquidated damages.** City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

**22.4.4 Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (24.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible



for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.4) through (22.4.4) of this section.

**22.5** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). City will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**22.5.1 Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**22.5.2 Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**22.6 Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the CONTRACTOR's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and City, the Federal



Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 22.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 22.8 **Compliance with State Energy Policy and Conservation Act**. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.9 **Procurement of Recovered Materials**. The City and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 22.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are



directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

**22.11 No Obligation by the Federal Government.**

22.11.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

22.11.2 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**22.12 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

**22.13 Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

**22.14 Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

**22.15 DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

**22.16 Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 **Prohibitions.** Section 889(b) of the John S. McCain



National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception described below applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- 22.16.1.1 (Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 22.16.1.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 22.16.1.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 22.16.1.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **22.16.2 Exceptions.**

- 22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component



of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting Requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the following information to City: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information to City CONTRACTOR shall report: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



- 22.18 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses.
- 22.19 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

## ARTICLE 23 - MISCELLANEOUS

- 23.1 Ownership of Documents:** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 23.2 Legal Representation:** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 23.3 Records:** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.



- 23.4 Assignments; Amendments:** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
- 23.5 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, CITY 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.
- 23.6 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, 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. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

**CITY:** Michael Sargis, City Manager  
 City of North Lauderdale  
 701 SW 71<sup>st</sup> Avenue  
 North Lauderdale, FL 33068  
 Telephone No.: (954) 722-0900

**COPY TO:** Samuel S. Goren, City Attorney  
 Goren, Cherof, Doody & Ezrol, P.A.  
 3099 East Commercial Boulevard, Suite 200  
 Fort Lauderdale, Florida 33308  
 Telephone No. (954) 771-4500  
 Facsimile No. (954) 771-4923

**CONTRACTOR:** \_\_\_\_\_





FIN/EIN:  
Contact:  
Telephone No.:

- 23.7 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.
- 23.8 Headings:** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 23.9 Exhibits:** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.
- 23.10 Severability:** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 23.11 Extent of Agreement:** This Agreement represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 23.12 Conflict:** In the event of any conflict or ambiguity by and between the requirements of this Agreement, and Exhibit "A", and Exhibit "B", the terms of this Agreement shall prevail, followed by Exhibit "A" and Exhibit "B".
- 23.13 Waiver:** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 23.14 Attorneys' Fees:** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 23.15 Protection of City Property:** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's Property from all damage whatsoever on account of the work being carried on under this Agreement.
- 23.16 Counterparts and Execution:** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed



to be an original and together shall constitute one and the same Agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**23.17 Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

**23.18 Scrutinized Companies:** By execution of this Agreement, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

**23.18.1** Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

**23.18.2** One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company:

**21.18.2.1** Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

**21.18.2.2** Is engaged in business operations in Syria.

**23.19 E-Verify:** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**23.19.1 Definitions for this Section:**

**23.19.1.1** "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

**23.19.1.2** "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another



subcontractor in exchange for salary, wages, or other remuneration.

**23.19.1.3** "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**23.19.2** **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

**23.19.2.1** All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

**23.19.2.2** All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security' s E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

**23.19.2.3** The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



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**SIGNATURE PAGE FOLLOWS**



**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

**ATTEST:**

**CITY OF NORTH LAUDERDALE:**

\_\_\_\_\_  
ELIZABETH GARCIA-BECKFORD  
CITY CLERK

Signed by: \_\_\_\_\_  
MICHAEL SARGIS, CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
DATE

**ATTEST:**

**CONTRACTOR:**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

Signed By: \_\_\_\_\_  
SIGNATURE OF PRESIDENT

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME OF PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

(CORPORATE SEAL)



**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_

Title or Rank

\_\_\_\_\_

Serial number, if any