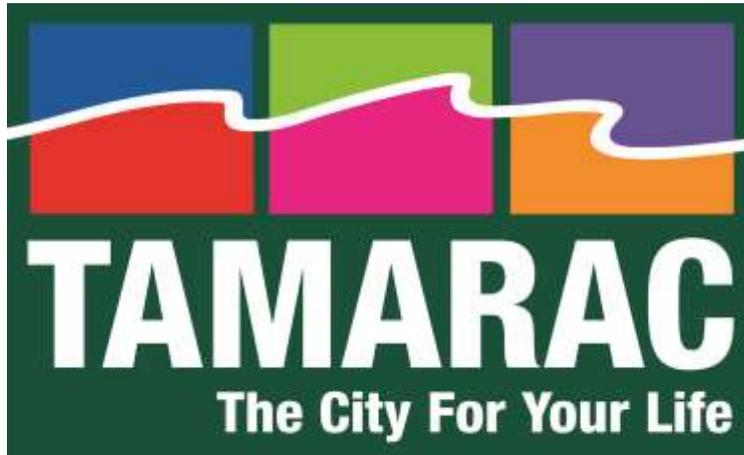


# INVITATION TO BID



## BID NO. 16-24RB

## REBID Sports Complex Walkway LED Project

Publish Date:

11/17/2016

Bid Due and Bid Opening Date:

12/15/2016

Pre-Bid Conference:

12/01/2016 Room 105 at 9:00 AM

Where to Deliver Bid

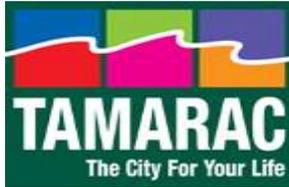
City of Tamarac  
Purchasing & Contracts Division  
7525 NW 88th Avenue  
Room 108  
(954) 597-3570

All Questions Due:

12/07/2016

City of Tamarac  
Purchasing & Contracts Division  
7525 NW 88<sup>th</sup> Avenue  
Room 108  
(954) 597-3570

For  
Public Works Department



**SUBMIT BID TO:**

CITY OF TAMARAC  
PURCHASING AND CONTRACTS DIVISION  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321  
954-597-3570

**INVITATION FOR BID**

Bidder Acknowledgement

**BID NO.: 16-24RB**

BID TITLE: REBID **SPORTS COMPLEX WALKWAY LED PROJECT**

**BID OPENING DATE/TIME: 12/15/2016 AT 3:00 PM**

BUYER NAME: **ANDREW J. ROZWADOWSKI, SENIOR PROCUREMENT SPECIALIST**

BUYER PHONE: **954-597-3570**

BUYER EMAIL: **ANDREW.ROZWADOWSKI@tamarac.org**

PRE-BID CONFERENCE/SITE INSPECTION: **12/01/2016 at 9:00AM Room # 105**

BONDING: **5% Bid Bond, 100% Payment/Performance Bond**

**GENERAL CONDITIONS**

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

**SEALED BIDS**

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

**BIDDER COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY PHONE:** \_\_\_\_\_

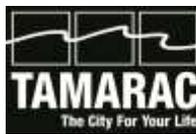
**NAME OF AUTHORIZED AGENT:** \_\_\_\_\_

**TITLE OF AUTHORIZED AGENT:** \_\_\_\_\_

**AUTHORIZED AGENT EMAIL ADDRESS:** \_\_\_\_\_

**BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER:** \_\_\_\_\_

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



**Our Vision and Mission**

*Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

*Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that*

*Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results, and  
Makes a Difference*

*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service. Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.*

*Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.*

**INTRODUCTION**

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

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

**GENERAL TERMS AND CONDITIONS** These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB 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. SUBMISSION OF THE BID**

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

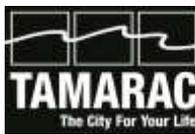
The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation. The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

**2. BID DEPOSIT**

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

**3. BONDING**

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained



by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds. Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

**4. WITHDRAWAL OF BID**

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

**5. PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**6. NON-COLLUSIVE AFFIDAVIT**

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

**7. CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

**8. QUANTITIES**

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

**9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS**

**Firm Pricing:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

**Prompt Payment Discounts:** Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter

zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

\*\*\*\*\* **IMPORTANT NOTE**\*\*\*\*\*

**Payments by Electronic Funds Transfer:** Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

**10. DELIVERY**

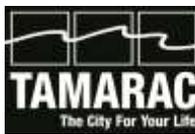
All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

**11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS**

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

**12. SAMPLES AND DEMONSTRATIONS**

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.



**13. BACKGROUND INVESTIGATION**

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

**14. CONDITIONS OF MATERIALS**

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

**15. COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

**16. SAFETY STANDARDS**

The Bidder warrants that the 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 be in compliance with 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 as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

**17. PERFORMANCE & WARRANTY**

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, 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.

Upon award of any contract resultant from this solicitation, Contractor warrants the work against defects. In the event that defect occurs during this time, within a reasonable time after work has been performed, Contractor shall perform such steps as required to remedy the defects.

**18. INSPECTION**

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

**19. TERMINATION**

**a. DEFAULT:** In addition to all other remedies available to the City, this Agreement 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. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**c. AGREEMENT SUBJECT TO FUNDING:**

Any Agreement resulting from this solicitation 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 Tamarac in the annual budget for each.

**20. ASSIGNMENT**

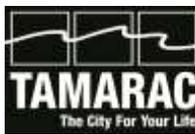
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

**21. EMPLOYEES**

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

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

During the performance of the Contract, the 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 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.

**23. TAXES**

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

**24. OMISSION OF DETAILS**

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

**25. INSURANCE REQUIREMENTS**

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Bidder 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 Bidder 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. The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

**26. INDEMNIFICATION**

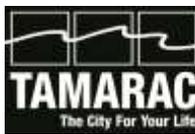
The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. 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 under the indemnification agreement.

**27. 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 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.

**28. CLARIFICATION & ADDENDA**

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this



bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

\*\*\*\* **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.**  
\*\*\*\*

**29. BID TABULATION**

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx> . The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

**30. RECORDS/AUDITS**

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law; Ensure that public records that are exempt or that are

confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. 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 any available contract remedies in force including termination of the Agreement. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

**31. UNBALANCED BIDS**

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

**32. UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

**33. VENUE**

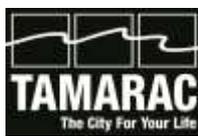
Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

**34. FORM AGREEMENT DOCUMENT**

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

**35. OTHER GOVERNMENTAL ENTITIES**

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity, capability or quantities available to provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.



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**SPORTS COMPLEX WALKWAY LED PROJECT**

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**EXHIBIT 1: SECTION 16000 ELECTRICAL GENERAL REQUIREMENTS**

## Technical Specifications TOC

### **Bid No. 16-24RB** **Sports Complex Walkway LED Project**

#### Scope of Work:

- Supply and install 277 volt to (35) existing poles
  - Install power for new fixtures on the lighting panel to be controlled by energy management system
  - All areas that get damaged must be restored
  - Supply and install (35) in ground J boxes
  - Supply and install conduit, wire, J boxes, circuit breakers and miscellaneous materials for a professional installed project.
  - Install (35) LED light Engines.
  - All work to be performed Monday through Friday 8am-5pm. Weekends will need to be approved by the City Project Manager.
  - Permits will be pulled by Contractor and paid by the City of Tamarac.
  - Must have a Master Electrician on the project at all times.
  - Must leave solar panels in place
  - Work needs to be completed in 90 days including permitting
- **Price A- Please give a price to trench conduit include in your cost to repair asphalt and grass areas.**
  - **Price B- Preferred All conduits will be bored underground to prevent damage to asphalt and grass areas.**
  - **Price C- Please give an alternative price using color changing LED lights.**

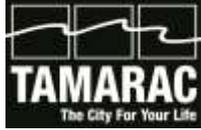
#### Manufacturer's Warranty:

Contractors Warranty: Contractor shall provide Owner with a written guarantee for all labor and materials for a 12 month period from date of City's Final Acceptance of project.

Manufacturer's Warranty; Manufacturer shall provide owner with a 5 year warranty on the materials from the date of the City's Final Acceptance of project.

Color Changing Lights: 35 ultra-bright 5mm LEDs set in to a beautifully designed prismatic array and covered with an arcpoly refractable glass. Also available in solid white. Even in still life, you can see the sparkle which emits from this LED light source. IP-65 rated, these LED in-ground lights are suitable for outdoors and are not submersible. Can be used on decks, along walkways, on patios, in steps, to highlight landscape features, indoors or outdoors. There will be two conduits laid into the trench, one to be used for wires and the other is an extra.

There is a separate, ABS plastic installation sleeve or 'pouring form' for in-stone wall or paver or concrete installations. The In-Ground LED light is inserted into the installation sleeve after the proper wire connections have been made. Allow at least 12" extra lead length for possible removal and replacement should it become necessary for repairs or replacement.



- Operating Voltage: 24 VDC
- Power Consumption: 3W RGB; 2.4W White
- Current Consumption: 250mA
- Operating Temperature: -40° C to +85° C ( -40° F to +185° F)

## INSTRUCTIONS TO BIDDERS

### Bid No. 16-24RB

### Sports Complex Walkway LED Project

It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City.

### DESCRIPTION OF WORK

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

#### A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license 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

**Or**

The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County;

**Or**

The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

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

#### B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Two-Hundred Dollars (\$200.00)** for each calendar day after the time specified for completion and readiness for final payment. This amount is not

a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

### **C. CONTACT INFORMATION**

For inquiries regarding the bid, contact the Andrew J. Rozwadowski, Senior Procurement Specialist, Purchasing and Contracts Division, at **(954) 597-3570**. Any technical issues shall be submitted in writing via email to [Andrew.Rozwadowski@tamarac.org](mailto:Andrew.Rozwadowski@tamarac.org). Be sure to include the Project Name and Bid Number on all correspondence.

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## **SPECIAL CONDITIONS**

### **Bid No. 16-24RB Sports Complex Walkway LED Project**

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#### **1. BID GUARANTY**

An acceptable Bid Bond, Cashier's Check, money order, irrevocable letter of credit or Certified Check payable to the City of Tamarac in an amount not less than 5% (five percent) of the bid price, must accompany the bid. Additional bonding may be required in the Special Terms and Conditions of this bid. The 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 Tamarac. Upon award of the Contract, Payment and Performance Guaranty in the bid award amount will be required within 15 calendar days of award and shall continue in effect until the contract expiration. Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

#### **2. ASSIGNMENT OF CONTRACT**

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. 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 his 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 that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

#### **3. CONTRACTOR'S RESPONSIBILITY**

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. No work shall be performed before 8:00 AM. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. 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 and every workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security. 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. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**

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. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Services Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

#### **5. PERMITS AND LICENSES**

The Contractor shall be responsible for securing all City permits. However, all City permit fees will be reimbursed, except for the City Public Art Fund Fee, which is equal to 1% of construction cost that requires a building permit. Please include the cost of the Art Fund Fee as a part of your bid pricing. The successful Contractor shall submit copies of all permits required for this work. The Contractor shall be responsible to secure the necessary construction permits from other agencies as may be required by those agencies. Cost of any required permits, will be reimbursed by City without markup (i.e. direct pass-through), for properly submitted invoices.

#### **6. SITE INSPECTION – CITY**

All work will be conducted under the general direction of the Public Services Department, and Building Department of the City of Tamarac, and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the aforementioned agencies nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

Any work performed past City of Tamarac's normal working hours (M-F, 8:00 AM – 4:00 PM) must be inspected. If any work is done outside of normal working hours, the City inspector is to be compensated by the Contractor at a rate of \$55.00/hour. However, if a City contract/consultant inspector is used, the Contractor will compensate that inspector at the same cost as the City's cost. In addition, the City inspector must be onsite at least one (1) hour prior to closing site for each day. If site closure has taken place after 4:30 PM, the City inspector will be compensated at the above provision.

#### **7. SUBMITTALS**

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, insurance certificates and any required drawings within 15 days from the Award. Additionally, Contractor shall apply for all applicable licenses or permits within 15 days of the Notice to Proceed.

#### **8. WAIVER OF LIENS**

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of

the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

## **9. DELIVERY**

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Project completion shall be within **Ninety Days (90)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Sixty Days (60)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment. Vendor shall be given an ample amount of time to acquire materials before the installation.

## **10. PAYMENT**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of 10% will be deducted from monthly payment up to 50% of project completion followed by 5% thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the project name, project number, bid number and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed before the warranty period.

## **11. CONTRACT DOCUMENTS**

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, plans and specifications (where applicable), any addenda or change orders, bond(s), insurance certificate(s), and the City's Resolution awarding the bid.

## **12. CHANGE ORDERS**

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until a change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

## **13. CHANGES IN THE WORK/CONTRACT PRICE**

### 13.1 CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Time except as approved in writing by the City Engineer/Project Manager.

### 13.2 CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun.** Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

## 14. CHANGES IN CONTRACT TIME

### 14.1 CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

### 14.2 Notice

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

### 14.3 Basis for Extension

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

## 15. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the

City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

## 16. BONDS

The Contractor shall furnish separate Performance and Payment Bonds in the amount of **One Hundred Percent (100%)** of the total bid award amount as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents, per City Code Section 10-156. At the completion and formal approval and acceptance of all work associated with the project, a one year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above **shall be recorded in the Public records of Broward County**. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

## 17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

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 pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. **Payment and Performance Bonds must be submitted on City forms, included herein.**

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final

sum of said bonds reduced after final payment to an amount equal to **twenty five percent (25%)** of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

## **18. LOCATION OF EXISTING UTILITIES**

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.

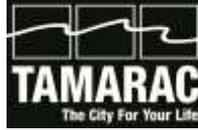
Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense. The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.

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.

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.

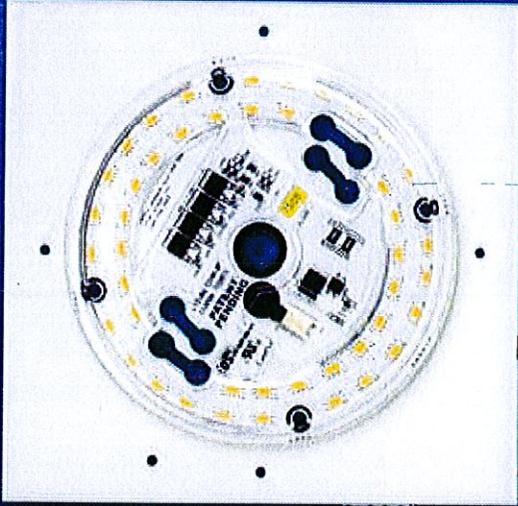
Should any underground obstructions be encountered which interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work, and shall be responsible for any disruption of service caused by this damage.

## **19. 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.

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## EOS LED RETROFIT KITS

- UL 1598 Classified Retrofit Kit
- AC Driver-On-Board Technology
- Data Per NVLAP Accredited Laboratory
- TRIAC Dimmable To 5% (forward & reverse phase)
- Energy Star CSD
- 5 Year Warranty



**RoHS**  
compliant

### SPECIFICATIONS

- Input Voltage: 120VAC; 50/60Hz
  - 13W, 14W & 23W Models
  - Available in 3000K or 4000K
  - Constant current design
  - High power factor > 0.98
  - Estimated 50,000 hrs L70
  - Max Lens Temp. (Tc): 80°C (see below for Tc location)
  - Optical grade polycarbonate lens
  - Standard mounting options for easy install
  - Integrated powdercoated aluminum heat sink with ground wire
  - On board line surge protection
  - Optional MOV ground surge protection
  - 18" 18 AWG Leads
  - UL 1598 Classified
  - FCC compliance Class B
- Full specifications available on cut sheets

### POWER OPTIONS @ 80CRI

#### 13W EOS RETROFIT

910lm, 3000K = 70lm/W  
1000lm, 4000K = 76lm/W

#### 14W EOS RETROFIT

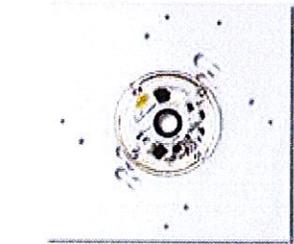
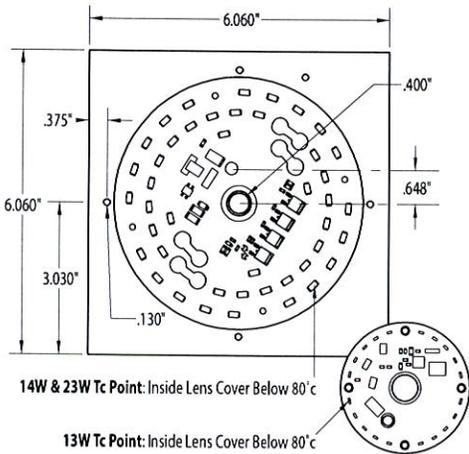
1350lm, 3000K = 96lm/W  
1400lm, 4000K = 100lm/W

#### 23W EOS RETROFIT

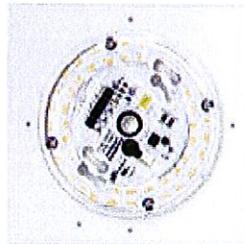
1850lm, 3000K = 80lm/W  
1900lm, 4000K = 82lm/W

90CRI models special order

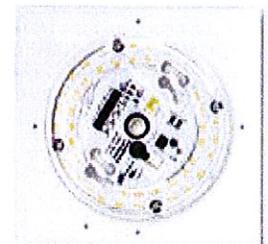
EOS Retrofit Kits available in component form. Contact Inter-Global for more information.



**SL08-AC120R-W-M807PL**  
13W, 910LM, 3000K



**SL12-AC120R-W-M807PL**  
14W, 1350LM, 3000K



**SL18-AC120R-W-M807PL**  
23W, 1850LM, 3000K

**SL08-AC120R-C-M807PL**  
13W, 1000LM, 4000K

**SL12-AC120R-C-M807PL**  
14W, 1400LM, 4000K

**SL18-AC120R-C-M807PL**  
23W, 1900LM, 4000K

### PART NUMBER GUIDE

**SL08 - AC120R - W - M807PL - M**

**SL08** 13W  
**SL12** 14W  
**SL18** 23W

**AC120R** INPUT VOLTAGE

**W** 3000K  
**C** 4000K

**M807PL** HEAT SINK #

OPTIONAL

**M**  
MOV SURGE  
PROTECTION

For more information contact our sales department at 1-800-325-7364 or visit [www.interglobal-inc.com](http://www.interglobal-inc.com)

## SPECIAL PROVISIONS

### Bid No. 16-24RB Sports Complex Walkway LED Project

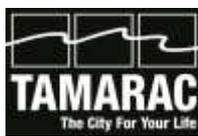
#### 1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

#### 2. BASIC DEFINITIONS

Wherever used in the Agreement or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

- |   |   |
|---|---|
| <p><b>2.1 Addenda</b> – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.</p> <p><b>2.2 Agreement</b> – 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.</p> <p><b>2.3 Application for Payment</b> – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.</p> <p><b>2.4 Change Order</b> – 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.</p> <p><b>2.5 City</b> – The City of Tamarac, Florida. Also referred to as Owner.</p> <p><b>2.6 Contract Documents</b> – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 06-13B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed,</p> | <p>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.</p> <p><b>2.7 Contract Times</b> – 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 Capital Projects Manager's/Project Manager's written recommendation of final payment.</p> <p><b>2.8 Defective</b> – 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.</p> <p><b>2.9 Drawings</b> – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.</p> <p><b>2.10 Effective Date of the Agreement</b> – 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.</p> |
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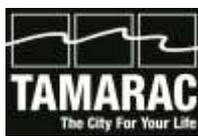
- 2.11 **Engineer/Project Manager** – The City’s authorized project representative. The words “Engineer” and “Engineer/Project Manager” are used interchangeably.
- 2.12 **Capital Projects Manager** – An authorized representative of the City.
- 2.13 **Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.
- 2.14 **FDOT** – the State of Florida Department of Transportation
- 2.15 **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.
- 2.16 **Notice to Proceed** – 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.
- 2.17 **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.
- 2.18 **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
- 2.19 **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.
- 2.20 **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.
- 2.21 **Final Completion** - “Final Completion” means the City’s acceptance of the job and issuance of final payment.
- 2.22 **Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 2.23 **Unit Price Work** – Work to be paid for on the basis of unit prices.
- 2.24 **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.
- 2.25 **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.
- 2.26 **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.

### 3. ENUMERATION OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. The Technical Specifications
2. The Contract Drawings
3. The Special Provisions
4. Special Conditions
5. The Instructions to Bidders and General Terms and Conditions



6. The Sample Agreement

As between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scale measurements, the figures shall govern; as between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

4. 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.

5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, 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:

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

6. CONTRACTOR’S ADDITIONAL RESPONSIBILITY

- 6.1 The 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.
- 6.2 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.
- 6.3 The superintendent shall be satisfactory to the City and shall not be changed except with consent of the Capital Projects Manager/Project Manager.
- 6.4 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.
- 6.5** The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
  - 6.6** 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.
  - 6.7** 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.
  - 6.8** 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 Project Manager before proceeding with any Work affected thereby.
  - 6.9** 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.
  - 6.10** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
  - 6.11** The Contractor shall keep the City and the Project Manager informed of the progress and quality of the Work.
  - 6.12** 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.
  - 6.13** The Contractor shall correct all Work, which does not conform to the Contract Documents.
  - 6.14** The Contractor warrants 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.
  - 6.15** 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.
- 6.16** Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or 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.
- 6.17** The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 6.18** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privacy of contract with the Contractor
- to perform any portion of the Work, including their agents and employees.
- 6.19** The Project Manager 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 by the City Manager or designee identified as such in writing.
- 6.20** The Contractor shall maintain in good order when present at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications marked currently to record changes made during construction. These shall be delivered to the City upon completion of the construction and prior to final payment.
- 6.21** 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.

## 7. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 7.1** The Contractor shall be familiar with the total scope of the project prior to bidding. In case of any questions or conflict, they must be brought to the attention of the Senior Procurement Specialist prior to bidding. If further assistance is needed, the Contractor may contact the Director of Public Services. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 7.2** The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 7.3** By execution of the 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.

## 8. SHOP DRAWINGS AND SAMPLES

- 8.1** The Contractor shall submit to The Project Manager for review and approval **eight (8) copies** of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture,

installation requirements and detail of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer/Project Manager to review the information as required.

- 8.2** The Contractor shall also submit to the Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and each sample shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 8.3** Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 8.4** At the time of each submission, the Contractor shall give the Engineer/Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer/Project Manager for review and approval of each such variation. Failure to point out such departures shall not relieve the Contractor from his responsibility to comply with the Contract Documents.
- 8.5** Approval of the Shop Drawings by the Engineer/Project Manager shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or Work required by the Contract Documents and not indicated on the drawings. No Work called for by any Shop Drawing shall be done until the Engineer/Project Manager has approved the drawings. The costs incurred for the Engineer/Project Manager's review of shop drawings, substitutes, "or equal" items, or change orders shall be paid by the Contractor.

## **9. SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 9.1** The Contractor shall furnish, in writing on the form included, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contractor shall not change a Subcontractor, person or entity previously selected if the City makes reasonable objection to such change.
- 9.2** The Contractor shall be fully responsible to the City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with the Contractor. Nothing in the Contract Documents shall create any Contractual relationship between the City and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other

person or organization except as may otherwise be required by laws and regulations.

## **10. CITY'S RESPONSIBILITIES**

- 10.1** 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.
- 10.2** 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.
- 10.3** The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 10.4** 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.
- 10.5** 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.
- 10.6** The City shall communicate with subcontractors only through the Contractor.
- 10.7** The City shall furnish data required of the City under the Contract Documents promptly.
- 10.8** 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 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.

## **11. ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES**

- 11.1** The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 11.2** 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.

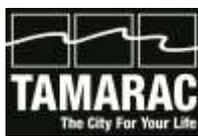
- 11.3** The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 11.4** 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.
- 11.5** 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.

## **12. AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL**

City will make every effort to provide suitable areas within or near the project site. Restoration of all storage areas shall be Contractor's responsibility.

## **13. CLEANUP AND RESTORATION**

- 13.1** During and after completion of all work, the Contractor shall be responsible 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.
- 13.2** 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 as per Section 14, Damage to Public and/or Private Property.
- 13.3** The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 13.4** 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.
- 13.5** 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.



**13.6** 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.

**14. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**

**14.1** 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.

**14.2** The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain.

**14.3** In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at not additional cost to the City.

**14.4** In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

**14.5** 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.

**15. CONNECTION TO CITY WATER**

The Contractor must also comply with all City of Tamarac Utility Department and Building Department requirements, and contact these departments at least 48 hours prior to start of work.

**16. BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES**

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

**17. 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.

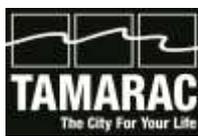
## **18. TESTS AND INSPECTIONS**

- 18.1** 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.
- 18.2** 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.
- 18.3** 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.

## **19. CORRECTION OR REMOVAL OF DEFECTIVE WORK**

- 19.1** 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.
- 19.2** 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.
- 19.3** 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.
- 19.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven 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.

## **20. PROGRESS PAYMENTS**



- 20.1** The Contractor shall deliver to the City itemized Applications for Payment 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 shall be submitted in triplicate to the Engineer/Project Manager for approval. The City shall make payment to the Contractor within thirty (30) calendar days after approval by the Engineer/Project Manager of the Contractor's requisition for payment.
- 20.2** Within **thirty (30)** days of the City's receipt of a properly submitted and correct Application for Payment, the City shall make payment to the Contractor.
- 20.3** The City shall retain **Ten percent (10%)** of all monies earned thru 50% of project completion by the Contractor, and **Five percent (5%)** thereafter, until the Work is totally completed as specified, and accepted by the City. The parties hereto agree that 255.052, Florida Statutes, do not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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.
- 20.7** 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.
- 20.8** The Contractor warrants that:

  - 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;
  - 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.

**20.9** The Contractor may apply for the return of the retainage held pursuant to Section 20.3, 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 **One-Hundred Percent (100%)** completed as identified on the final punch list. The requirements of retainage include the following:

**20.9.1** Repair and/or replacement of faulty or defective Work.

**20.9.2** As-built drawings are submitted to and accepted by the City.

**20.9.3** All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.

**20.9.4** 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.

**20.9.5** Release of Lien is submitted and accepted by the City.

**20.9.6** The Contractor's completion of Punch List.

**20.9.7** Warranties are submitted to and accepted by the City.

**20.10** The City of Tamarac desires to have the ability to use a city credit card for payment. Contractors are encouraged to allow for the use of city credit cards as payment by the City.

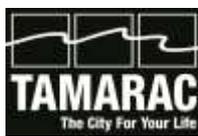
## **21. CHANGE QUANTITIES/CHANGE ORDERS**

**21.1** 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.

**21.2** 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.

**21.3** **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.**

**21.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.



- 21.5** The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 21.6** 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.
- 21.7** 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.
- 21.8** 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.
- 21.9** 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.
- 21.10** The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
  - 21.10.1** 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;
  - 21.10.2** By unit prices stated in the Contract Documents or subsequently agreed upon; or
  - 21.10.3** By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

**22. REGULATORY CHANGES**

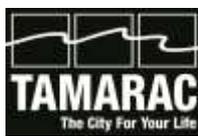
The Contractor shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Contractor's proposal.

**23. SUBSTANTIAL COMPLETION**

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

**24. 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 Section 19 "Correction or Removal of Defective Work" of this document.



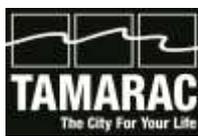
**25. FINAL APPLICATION FOR PAYMENT**

**25.1** 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 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.

**25.2** 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 Mylar sepias 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.

**26. FINAL PAYMENT AND ACCEPTANCE**

**26.1** 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 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 Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the 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 Project Manager's recommendation and notice of acceptability, the amount recommended by the 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.



- 26.2** 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 Project Manager. The making of final payment shall constitute a waiver of claims by the City except those arising from:
  - 26.2.1** Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
  - 26.2.2** Faulty or defective Work and latent defects discovered after acceptance.
  - 26.2.3** Failure of the Work to comply with the requirements of the contract documents.
  - 26.2.4** Terms of special warranties required by the contract documents.
  - 26.2.5** Any of the Contractor’s continuing obligations under this Agreement.
- 26.3** 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.

**27. CITY'S RIGHT TO WITHHOLD PAYMENT**

- 27.1** 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:
  - 27.2** Defective Work not remedied.
  - 27.3** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
  - 27.4** Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
  - 27.5** Damage to another Contractor not remedied.
  - 27.6** The Contractor has incurred liability for liquidated damages.
  - 27.7** Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
  - 27.8** Reasonable evidences that the Work will not be completed within the Contract time.
  - 27.9** Failure to carry out the Work in accordance with the Contract Documents.
  - 27.10** 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.

**28. WARRANTIES**

- 28.1** 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.
- 28.2** 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.
- 28.3** 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.

## 29. CORRECTION PERIOD

**29.1** The Contractor warrants all material and Workmanship as noted in the Technical Specifications 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.

**29.2** 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 after such correction or removal and replacement has been satisfactorily completed.

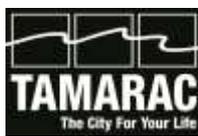
**29.3** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period as described in Article 29, relates only to the specific obligation of the 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.

## 30. CONSTRUCTION SCHEDULE

**30.1** 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.

**30.2** 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.



**30.3** The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.

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.

**30.4** 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.

**30.6** 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.

**30.5** Float, slack or contingency time derived from the early completion of

**31. PROTECTION OF PERSONS AND PROPERTY**

**31.1** 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.

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.

**31.2** 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.

**31.5** 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.

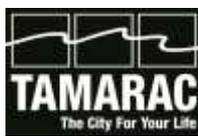
**31.3** The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

**31.6** The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.

**31.4** The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or

**31.7** 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.

**32. HURRICANE AND SEVERE WEATHER PRECAUTIONS**



- 32.1 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.
- 32.2 All construction materials or equipment will be secured against displacement by wind forces.

**33. WORK BY THE CITY OR CITY’S CONTRACTORS**

- 33.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.
- 33.2 The Contractor shall afford the City’s separate Contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall incorporate and coordinate the Contractor’s work with the work of the City’s separate contractors as required by the Contract Documents.
- 33.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

**34. BID PREPARATION EXPENSE**

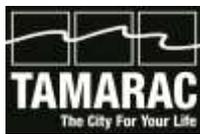
The Bidder preparing a bid in response to this bid shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

**35. CONTINGENCY ALLOWANCE**

A contingency allowance may have been allowed for this project. If so, it will be a pre-printed amount shown on the Bid Form/Schedule of Bid Prices. The Contractor shall add this amount to the total bid amount. If a contingency allowance is stipulated in the bid, the Contractor is not to use this contingency allowance without written permission from the City and upon written justification to the City for such use. Although the contingency allowance may be contained in the contract award amount, Contractor agrees that any unused portion of the contingency allowance shall remain with City and Contractor agrees they shall have no claim for the unused amount. The Contractor further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the contingency.

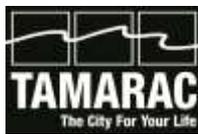
**36. TRAFFIC CONTROL AND WORKING HOURS**

- 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 8 AM to 4 PM. Any deviation shall be approved in advance by City.
- 36.2 The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 36.3 Road closure will not be permitted without written approval of the Engineer/Project Manager.



- 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.

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**Bid No. 16-24RB**  
**Sports Complex Walkway LED Project**

**COMPANY NAME: (Please Print):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

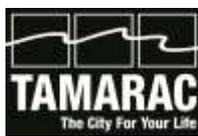
1.  Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2.  Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3.  Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4.  Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5.  Fill out the **Bidder’s Qualification Statement**.
6.  Fill out the **References** page.
7.  Sign the **Vendor Drug Free Workplace Form**.
8.  Fill out the **List of Subcontractors**.
9.  **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City’s forms, included herein.
10.  Fill out and sign the **Certified Resolution**.
11.  **Include proof of insurance.**
12.  **Include copy of State Certified or County Competency License(s)**

**Submit one (1) original document, marked “Original” on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.**

**Make sure your Bid is submitted PRIOR to the deadline.**  
**Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

**THIS SHOULD BE THE FIRST PAGE OF YOUR BID.**



## BID FORM

### Bid No. 16-24RB

### SPORTS COMPLEX WALKWAY LED PROJECT

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that 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

**Or**

The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County;

**Or**

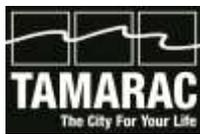
The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

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

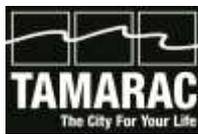
#### **Additional Bid Required Qualifications:**

In addition to the license requirements above, the successful Bidder shall evidence to the City, at least **three (3)** years verifiable full-time successful experience with the completion of a minimum of **five (5)** successful projects of similar size and scope under the same company name. You should provide evidence of the above requirement with your bid however, must provide within **three (3)** days of City's request.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City. For each bid item, Bidder agrees to



furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of Pay Items are located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

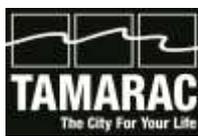


**BID SCHEDULE**  
**Bid No. 16-24RB**  
**SPORTS COMPLEX WALKWAY LED PROJECT**

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price. Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

ITEM NO.	Description	LUMP SUM PRICE
1	LUMP SUM BASE BID PRICE for the acquisition and installation of LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass area's	\$ _____
2	LUMP SUM BASE BID PRICE for all conduits will be bored underground to prevent damage to asphalt and grass areas.	\$ _____
3	LUMP SUM BASE BID PRICE for the acquisition and installation of Color changing LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass areas	\$ _____
<b>Manufactures' specification sheets for all LED Lights proposed shall be included with the bid.                      The lights must be installed according to the manufacturer's specifications.</b>		
<b>BID BREAKDOWN* The Bidder shall provide a Schedule of Values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.</b>		

**NAME OF BIDDER:** \_\_\_\_\_



**BID FORM**  
(continued)

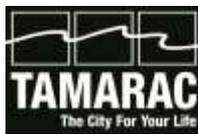
**Bid No. 16-24RB**  
**SPORTS COMPLEX WALKWAY LED PROJECT**

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_

**THIS BID IS SUBMITTED TO:**

City of Tamarac  
Purchasing and Contracts Manager  
7525 Northwest 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

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) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
  - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect 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 FORM**  
(continued)

**Bid No. 16-24RB**  
**SPORTS COMPLEX WALKWAY LED PROJECT**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

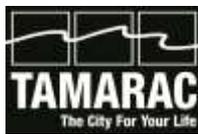
\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Email address for above signer (if any)

\_\_\_\_\_  
Contractor's License Number



**BID FORM**  
(continued)

**Bid No. 16-24RB**  
**SPORTS COMPLEX WALKWAY LED PROJECT**

Bidder's Name: \_\_\_\_\_

**TERMS:** \_\_\_\_\_ % (percent discount, if any, if payment made within \_\_\_\_\_ DAYS; otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

- Yes
- No

**Delivery/completion:** 120 calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

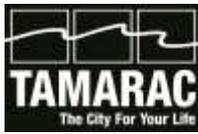
**NOTE:** Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

**NOTE:** Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

**IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ being first duly sworn, deposes and says that:

He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal;

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

Signed, sealed and delivered in the presence of:

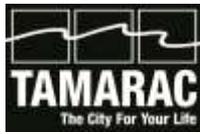
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**ACKNOWLEDGMENT**  
**NON-COLLUSIVE AFFIDAVIT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

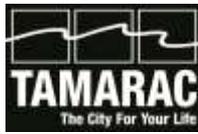
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or  DID NOT take an oath



**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL       PARTNERSHIP       CORPORATION       OTHER

If "Other", Explain: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

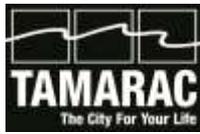
\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Email address for above signer (if any)

\_\_\_\_\_  
Contractor's License Number



**BIDDER'S QUALIFICATION STATEMENT**

**Bid No. 16-24RB**

**SPORTS COMPLEX WALKWAY LED PROJECT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

1. How many years has your organization been in business under its present name?  
 \_\_\_\_\_ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: \_\_\_\_\_
3. Under what former name(s) has your business operated?  
 \_\_\_\_\_

List former address(es) of that business (if any).  
 \_\_\_\_\_

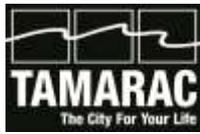
4. Are you Certified? Yes  No  If Yes, attach copy of Certification
5. Are you Licensed? Yes  No  If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes  No

If Yes, explain: \_\_\_\_\_  
 \_\_\_\_\_

7. Are you a Sales Representative  Distributor  Broker  or Manufacturer  of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes  No  If yes, explain (date, service/project, bid title etc.)  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes  No  If yes, explain: \_\_\_\_\_  
 \_\_\_\_\_

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes  No  If yes, explain: \_\_\_\_\_



**REFERENCES**

**Bid No. 16-24RB**

**SPORTS COMPLEX WALKWAY LED PROJECT**

Please list government agencies and/or private firms with whom you have done business during the last five years:

**Your Company Name**

**Address**

**City State Zip**

**Phone/Fax**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

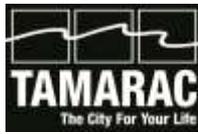
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name



**Bid No. 16-24RB**  
**SPORTS COMPLEX WALKWAY LED PROJECT**

**VENDOR DRUG-FREE WORKPLACE**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

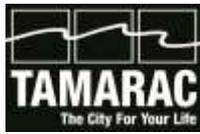
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- 9. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 10. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 11. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
- 12. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 13. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name





**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)", the duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

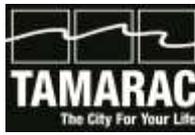
(SEAL)

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



**BID BOND**

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of  
the State of Florida in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money on the  
United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has  
submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_,

for:

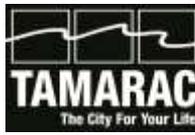
\_\_\_\_\_

**Bid No: 16-24RB**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



**ACKNOWLEDGEMENT**  
**BID BOND**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

IN PRESENCE OF:

\_\_\_\_\_

Principal

\_\_\_\_\_

Business Address

**(AFFIX SEAL)**

City/State/Zip

ATTEST:

Business Phone

\_\_\_\_\_  
**Secretary**

Surety\*

ATTEST:

By

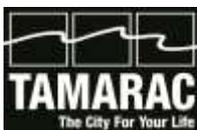
\_\_\_\_\_  
**Secretary**

Title

Attorney-In-Fact\*

By

\*Impress Corporate Seal



**FORM PAYMENT BOND**

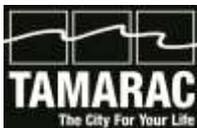
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT I awarded the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with OWNER for \_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

- 1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney’s fees including attorney’s fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
- 2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

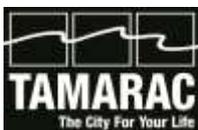
INSURANCE COMPANY:

\_\_\_\_\_  
By Agent and Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone



**ACKNOWLEDGMENT  
FORM PAYMENT BOND**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

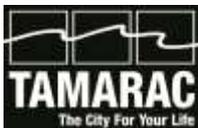
NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or  DID NOT take an oath

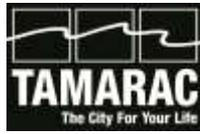


**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)



**FORM PERFORMANCE BOND**

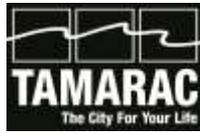
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT awarded the \_\_ day of \_\_\_\_\_, 20\_\_, with OWNER for \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated \_\_\_\_\_, 20\_\_, for the \_\_\_\_\_, within \_\_ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney’s fees and costs, including attorney’s fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within five (5) years after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
  - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER’S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 4.2 Complete the Contract in accordance with its terms and conditions; or



- 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

WITNESSES

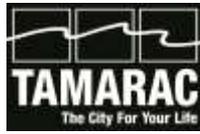
\_\_\_\_\_  
Secretary

(AFFIX SEAL)

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above



IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_

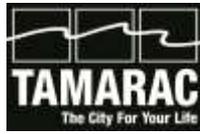
By Agent and Attorney-in-Fact

\_\_\_\_\_

Address

City/State/Zip Code

Telephone



**ACKNOWLEDGMENT**

**FORM PERFORMANCE BOND**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

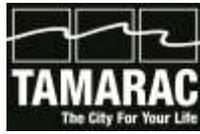
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or  DID NOT take an oath

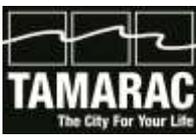


**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)



**APPLICATION FOR PAYMENT**

Contract Title: \_\_\_\_\_

Contract/Purchase Order No.: \_\_\_\_\_ Original Contract Value: \_\_\_\_\_

Contract Change Order Value: \_\_\_\_\_ Current Contract Value: \_\_\_\_\_

Cumulative No. Change Orders: \_\_\_\_\_

**Application for Payment is made, as shown below:**

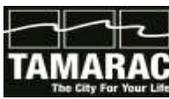
- 1. Original Contract Sum \$ \_\_\_\_\_
- 2. Net Change by Change Orders \$ \_\_\_\_\_
- 3. Contract Sum to Date  
(line 1 (+) or (-) line 2) \$ \_\_\_\_\_
- 4. Total Completed and Stored to Date \$ \_\_\_\_\_
- 5. Retainage
  - a. \_\_\_% of Completed Work \$ \_\_\_\_\_
  - b. \_\_\_% of Stored Material \$ \_\_\_\_\_
  - c. Total Retainage (line 5a + line 5b) \$ \_\_\_\_\_
- 6. Total Earned less Retainage  
(line 4 – line 5c) \$ \_\_\_\_\_
- 7. Less Previous Application For Payment  
(subtract line 6 from prior A.F.P.) \$ \_\_\_\_\_
- 8. Current Payment Due \$ \_\_\_\_\_
- 9. Balance to Finish, plus Retainage  
(line 3 – line 6) \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Approved for Payment \_\_\_\_\_  
Project Manager

Date \_\_\_\_\_



**CHANGE ORDER**

DATE OF ISSUANCE: \_\_\_\_\_ CHANGE ORDER NO. \_\_\_\_\_

OWNER:  
CITY OF TAMARAC  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321-2401

PROJECT NAME: \_\_\_\_\_  
\_\_\_\_\_

BID NO. \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ P.O. NUMBER \_\_\_\_\_

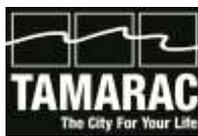
IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

PURPOSE OF CHANGE ORDER: \_\_\_\_\_  
\_\_\_\_\_

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$	Original Contract Time
Previous Change Order No.      to No. \$	Net change from previous change orders
Contract Price prior to this Change Order \$	Contract Time prior to this Change Order
Net (Increase) of this Change Order \$	Net (Increase) of this Change Order
Contract Price with all approved Change Orders \$	Contract Time with all approved Change Orders

<b>RECOMMENDED</b>	<b>APPROVED</b>	<b>APPROVED</b>
BY _____	BY _____	BY _____
Director	City Manager	Contractor
Date _____	Date _____	Date _____



**FINAL RELEASE OF LIEN BY CONTRACTOR**

**STATE OF \_\_\_\_\_:**

**COUNTY OF \_\_\_\_\_:**

The undersigned contractor, under a certain contract with the City of Tamarac, dated \_\_\_\_\_, 20\_\_, in connection with the following public work:

PROJECT: \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

does hereby acknowledge receipt of the full contract price of \$ \_\_\_\_\_, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by \_\_\_\_\_, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
in the Presence of:

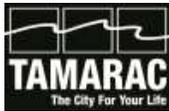
\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Corporate Secretary Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Type Name



**ACKNOWLEDGMENT**

**FINAL RELEASE OF LIEN**

State of Florida  
County of Broward

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

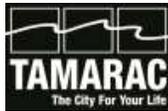
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or  DID NOT take an oath



**SPORTS COMPLEX WALKWAY LED PROJECT SAMPLE FORM AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND**

\_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ (the "Contractor") to provide for \_\_\_\_\_.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The Contract Documents consist of this Agreement, Bid Document No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor’s bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-24RB as issued by the City, and the Contractor’s Proposal, Bid No. 16-24RB as issued by City shall take precedence over the Contractor’s Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

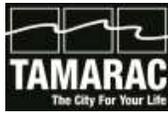
**2) The Work**

**2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

**2.1.2** Contractor shall supervise the work force 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 on the job site to enforce these policies and procedures at the Contractor’s expense.

**2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by



inclement weather.

2.1.4 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 the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

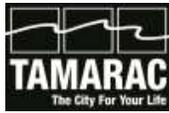
3.1. Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified below or as required by the City’s Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder’s Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City’s Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor’s Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor’s Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
<b>Commercial General Liability Including:</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
<b>Automobile Liability</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>
<b>Workers' Compensation &amp; Employer's Liability</b>	<b>Statutory</b>	

4) Time of Commencement and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Ten (10)** days after the



date that Contractor receives the City’s Notice to Proceed. The work shall be completed within **Ninety (90)** calendar days from Contractor’s receipt of City’s Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Sixty (60)** calendar days from issuance of the City’s Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

**4.2** During the pre-construction 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 construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction 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.

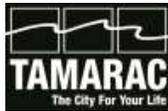
**5) Contract Sum**

The Contract Sum for the above work is            Dollars and            cents (\$            ).

**6) Payments**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. 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. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens 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.

**7) Remedies**



**7.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

**7.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

## **8) Change Orders**

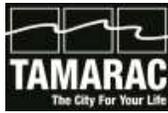
**8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

**8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

**8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

**8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

**8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the



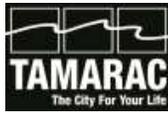
claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

**8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

**8.7** In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

## **9) No Damages for Delays**

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable



casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

## **10) Waiver of Liens**

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

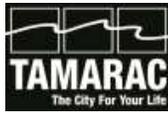
## **11) Warranty**

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. 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 five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

## **12) Indemnification**

**12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

**12.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the



specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

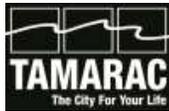
- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

### **13) Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the 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 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.

### **14) 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 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 this 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. 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.

**15) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

**16) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**CITY**

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

CONTRACTOR

**17) Termination**

**17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by 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. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement 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.

## **18) Public Records**

**18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

18.1.2 Upon request from the City's custodian of public records, 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 a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

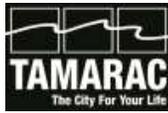
18.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

18.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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.

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

## **19) 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 Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **20) Venue**

This Agreement 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.

## **21) Signatory Authority**

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

## **22) Severability; Waiver of Provisions**

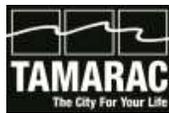
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## **23) Uncontrollable Circumstances**

**23.1** Neither the 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 non-performing 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, war, riot, civil disturbance, sabotage, and governmental actions.

**23.2** 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.

## **24) Merger; Amendment**



This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

## **25) No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

## **29. RECORDS / AUDITS**

29.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

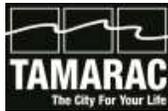
29.1.1 Keep and maintain public records required by the City in order to perform the service;

29.1.2 Upon request from the City's custodian of public records, 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 a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

29.1.3 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 contract if the contractor does not transfer the records to the City.

29.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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.

29.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records



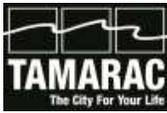
and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

**42. PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

*Remainder of Page Intentionally Blank*



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Harry Dressler, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

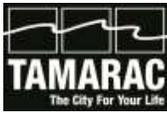
\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

\_\_\_\_\_  
Date



**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ :

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**EXHIBIT 1**

SECTION 16000  
**ELECTRICAL GENERAL REQUIREMENTS**

**PART 1 – GENERAL**

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

1.02 LAWS, PERMITS, FEES AND NOTICES

- A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be licensed Electrical Contractor in the county of construction.

1.03 DEPARTURES

- A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the Engineer for advance written approval, prior to departure.

1.04 GUARANTEES

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

1.05 AS-BUILT INFORMATION

- A. A set of “red-lined” electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable

trays, conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

#### 1.06 JOB SITE VISIT

- A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

#### 1.07 CLEANUP

- A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

#### 1.08 CUTTING AND PATCHING

- A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

#### 1.09 MAINTENANCE

- A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

#### 1.10 WATERPROOFING

- A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

#### 1.11 TESTS

- A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

#### 1.12 SUMMARY OF ELECTRICAL WORK

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically the work includes, but is not necessarily limited to:
1. Power and control raceways and wire.
  2. Power distribution including panel, transformers, grounding, surge protection, conduit and wire.
  3. PLC System Modification
  4. MCC Modification
  5. Field I&C equipment
  6. Lighting
  7. Temporary power and telephone service as required.
  8. Grounding
  9. Lightning Protection
  10. Start-up testing and documentation

#### 1.13 CODES AND STANDARDS

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  2. National Electrical Code.
  3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
  4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for

switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

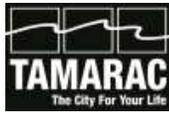
5. ANSI: America National Standards Institute
6. NESC: National Electrical Safety Code

#### 1.14 ELECTRICAL TEMPORARY FACILITIES

- A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.
- B. Safety
  1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
  2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
  3. Rain tight cabinets shall be used for all equipment employed in wet areas.

#### 1.15 EXCAVATING FOR ELECTRICAL WORK

- A. General
  1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.
- B. Coordination
  1. The Electrical Contractor must check for existing utilities before commencing any excavation or drilling.
  2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.



3. In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.
4. The Owner is to be consulted to ascertain locations of existing interferences by referring to “As Built” drawings and Owner’s experience. The excavations are to be scheduled at the Owner’s convenience.

Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.16 ELECTRICAL SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions and Section 01300 for instructions on the General Conditions and this Section, the more stringent requirements shall apply.
2. Shop Drawings and manufacturer’s data sheets are required for all electrical materials.
3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
4. Samples are to be supplied for any substitute as requested by the Engineer.
5. The following numbers of copies are required, see Section 01300.
6. Submit shop drawings, manufacturer’s data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the Engineer. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items “approved as noted” must be changed to comply with the Engineer’s comments and need not be resubmitted for “approved” status. Items “not approved” are not suitable, requiring complete new submittals.
7. Time delays caused by rejection of submittals are not cause for extra charges to Owner or time extensions. Contractor shall be responsible for investigating existing systems or shop drawings in

order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

**B. Operation and Maintenance Manuals**

1. Submit O&M manuals per Section 01300. As a minimum, include the following.

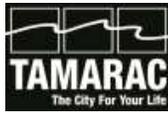
2. Submit to the Engineer copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the Engineer. If acceptable they shall be forwarded to the Owner. If not acceptable they shall be returned to the Contractor for revision and resubmittal. Manuals shall contain, but not be limited to, the following:

- a. Brief description of system and basic features.
- b. Manufacturer's name and model number for all components in the system.
- c. List of local factory authorized service companies.
- d. Operating instructions.
- e. Maintenance instructions
- f. Trouble shooting instructions
- g. Manufacturer's literature describing each piece of equipment.
- h. Power and control wiring diagrams
- i. Parts lists

**1.17 ELECTRICAL PRODUCTS**

**A. Standards Products**

1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.



B. Delivery, Storage and Handling

- 1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

- 1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the Engineer regarding substitutions.

1.18 ELECTRICAL IDENTIFICATION

- A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

120/240	480-3P	120/208-3P	120/240-3P
A – Black	A – Black	A – Black	A – Brown
B – Red	B – Red	B – Red	B – Orange
N – White	C – Blue	C – Blue	C – Yellow
G – Green	G – Green	N – White	N – White
	G – Green	G – Green	G – Green

B. Nameplates

- 1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
- 2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front

and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be ¼ inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.

## 1.19

**SKILLED ELECTRICAL CRAFTSMEN**

- A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including manufacturers' representatives, start-up technicians, Engineers, etc.

**END OF SECTION**