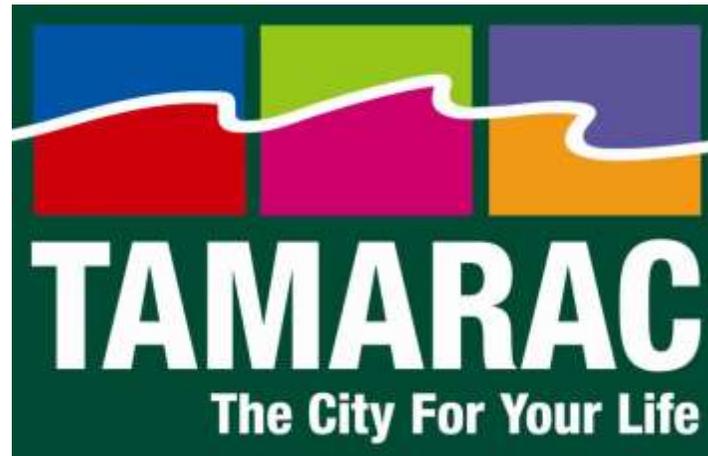


REQUEST FOR PROPOSALS



RFP 17-03R

STEP 1 of 2

DESIGN/BUILD OF FIRE STATION 36

Publish Date:

01/08/2017

Bid Due and Bid Opening Date:

2/2/2017 at 3:00 PM

Pre-Proposal Conference:

1/19/2017 at 10:00AM Room # 105

Where to Deliver Bid

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

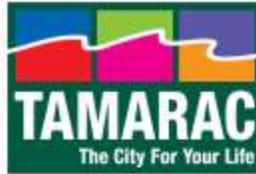
All Questions Due:

1/27/2017 by 5:00 PM

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

**For
Public Works**

**PURCHASING AND
CONTRACTS DIVISION**



DATE: January 8, 2016

Step One - Design/Build No. 17-03R

**REQUEST FOR PROPOSALS FOR THE DESIGN / BUILD
OF FIRE STATION 36
TAMARAC, FL 33321**

ALL INTERESTED PARTIES:

The City of Tamarac, Florida, hereinafter referred to as CITY, will receive sealed Request for Qualification Proposals (RFP), Step One, together with the Qualifications Statement and Proposal Forms included herein and any other information regarding the experience, expertise, or proficiency of the Proposer, at the office of the Senior Procurement Specialist, City Hall, 7525 NW 88 Avenue, Room 108, Tamarac, Florida 33321, (954) 597-3570, for furnishing the services described below:

Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiations Act) and Tamarac City Code, Section 6-151(2), Professional Services, City of Tamarac seeks to identify firms with substantial experience and capabilities to propose on the Design/Build of the Fire Station #36 Project. The proposed project site is 3.41, more or less, acre lot located at 7200 N. University Drive, Tamarac, Florida 33321

Proposals must be received and time stamped by the Purchasing Division, either by mail or hand delivery, no later than **3:00 PM local time, February 2, 2017**. Late submittals, additions, or changes will not be accepted.

A Pre-Proposal Conference will be held at **10:00 AM local time, January 19, 2017**, Room 105, at Tamarac City Hall, 7525 NW 88th Ave., Tamarac, Florida 33321.

The CITY reserves the right to reject any or all Proposals, to waive any or all Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the CITY.

Senior Procurement Specialist

Publish Sun-Sentinel:

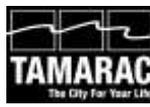
"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

STEP 1 OF 2



**INSTRUCTIONS TO OFFERORS
&
STANDARD TERMS AND CONDITIONS**

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 Offeror. 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 Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP 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 PROPOSALS

The Proposer is directed to deliver sealed proposals 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. The Proposer must show the Proposal number, Proposal name, time and date that the proposal closes on the outside of the sealed proposal package. Delivery of the sealed proposals to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Proposer. Late proposals will be returned unopened to the Proposer.

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 as well as a readable PDF copy on a USB Flash Drive or CD. 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 prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety days from the date of the bid opening unless otherwise stated by the City.

2. DEFINED TERMS

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

- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** - one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

- 2.3 **"Successful Offeror"** - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. 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.

5. BONDING

When required by the specification herein, the successful Proposer 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.

6. WITHDRAWAL OF BID

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

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 7.1 Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

- 7.2 The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

8. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

- 8.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

- 8.2 For purpose of evaluation, Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or

corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.

10.2. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening.

10.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

9. INTERPRETATIONS AND ADDENDA

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than seven (7) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

**** **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.** ****

10. COSTS AND COMPENSATION

10.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of

11. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

12. PUBLIC ENTITY CRIMES

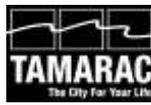
In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

13. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

14. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a proposal, bid surety (if required below), or any other document that,



by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be deemed responsive.

- 14.1 Proposal Qualifications
- 14.2 Certification Forms
- 14.3 Certified Resolution Form (or firm's own Corporate Resolution)
- 14.4 Offeror's Qualifications Statement Form & References
- 14.5 Vendor Drug Free Workplace Form
- 14.6 Non-Collusive Affidavit Form
- 14.7 Proof of applicable insurance.
- 14.8 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

15. SUBMISSION OF PROPOSALS

- 15.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 15.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 15.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 15.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 15.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 15.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 15.7 Proposals shall be submitted to the

Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should be include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.

- 15.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 15.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 15.10 Proposer preparing a submittal to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

16. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 16.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any

time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.

- 16.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

17. REJECTION OF PROPOSALS

- 17.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 17.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

18. QUALIFICATIONS OF PROPOSERS

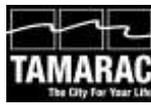
- 18.1 Each Offeror shall complete the Offeror's Qualifications Statement and submit the

form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

- 18.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 18.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 18.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.
- 18.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

19. INSURANCE

- 19.1 Offeror 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.
- 19.2 Offeror shall obtain at Offeror'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. Offeror shall maintain such insurance in full force and effect during the life of



this Agreement. Offeror 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. Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any subcontractor to obtain or maintain such insurance.

- 19.3 The following are required types and minimum limits of insurance coverage, which the Offeror 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 & Advertising injury Bodily Injury Independent Contractors Explosion, Collapse and Underground Hazard Products / Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$2,000,000	\$3,000,000
Automobile Liability	1,000,000	1,000,000
Workers Compensation & Employer's Liability	Statutory	

- 19.4 The City reserves the right to require higher limits and/or additional coverage depending upon the scope of work under this Agreement.

- 19.5 Neither Offeror 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 Offeror 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 Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of

the City of Tamarac for all work performed by the Contractor, its employees, agents and subcontractors. The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention. If the Offeror is to provide professional services under this Agreement, the Offeror 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.

20. INDEMNIFICATION

20.1 GENERAL INDEMNIFICATION:

Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-Contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

- 20.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- 20.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 20.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

23. WARRANTIES

- 23.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 23.2 Successful Offeror warrants to 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.
- 23.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 23.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

21. 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. 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.

22. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal. If delivery of an item is

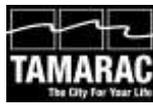
24. CONDITIONS OF MATERIAL

All materials and products supplied by the Offeror in conjunction with this proposal 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/scope of work, the City reserves the right to return the product to the Contractor at no cost to City.

Successful Offeror shall furnish all guarantees for Material or Equipment manufacturer warranties to the Project Contract Manager prior to final acceptance and payment. Warranty period shall commence upon final acceptance of product.

25. COPYRIGHTS OR PATENT RIGHTS

The Offeror 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.



26. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in 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).

27. 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 Proposer.

28. NON-DISCRIMINATION AND 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.

29. Firm Pricing: Proposals prices shall be fixed and firm to the extent required under any Special Conditions or the Statement of Work. In the absence of a reference in the Special Conditions or Statement of Work, proposal 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 proposal evaluation.

30. Prompt Payment Discounts: Proposers are encouraged to provide prompt payment terms in the space provided on the Proposal Form. If no payment discount is offered, the Proposer shall enter zero (0) for the percentage discount to indicate net 30 days. If the Proposer 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: 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.

31. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

32. PERMITS, FEES AND NOTICES

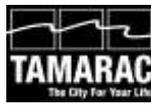
The successful Proposer shall be responsible for securing all necessary City, County, State, Federal or other permits as may apply for this work. Contractor shall submit copies of all permits to City. The cost of all required permits will be reimbursed by the City, without markup, for properly submitted permit invoices, **except** for the City's 1% Public Art Fee, if applicable. The 1% Public Art fee is equal to 1% of construction value of improvements to the real property.

33. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, 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.

34. TERMINATION FOR CAUSE AND 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 Successful Offeror 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 of written notice of such neglect or failure.

35. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the City against loss pertaining to this termination.

36. FUNDING OUT

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.

37. RECORDS AND AUDITS

37.1 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:

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

37.1.2 Upon request from an 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.

37.1.3 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.

37.1.4 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.

37.2 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.

37.3 City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

38. ASSIGNMENT

37.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.

37.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful

Offeror shall thereupon cease and terminate.

39. EMPLOYEES

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

40. TAXES

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

41. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

42. STANDARD AGREEMENT DOCUMENT

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

43. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

44. PROPOSAL TABULATION

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

45. BID PREPARATION EXPENSE

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

46. LICENSES

To be eligible for award of this project, the Proposer must possess at time of RFP closing, required State Certified Commercial Pool/Spa Contractor; or any license that meets or exceeds, the legal performance of the scope of work as determined by state or county licensing agency.

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

47. 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.

48. 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 manufacturer'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.

49. BACKGROUND INVESTIGATION

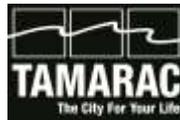
As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City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



**50. 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**



**RFP 17-03R
DESIGN/BUILD OF FIRE STATION 36
STEP 1
SPECIAL INSTRUCTIONS TO PROPOSERS**

Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiations Act) and Tamarac City Code, Section 6-151(2), Professional Services, City of Tamarac seeks to identify firms with substantial experience and capabilities to propose on the Design/Build of the Fire Station #36 Project. The proposed project site is a 3.41, more or less, acre lot located at 7200 N. University Drive, Tamarac, Florida 33321.

I. DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

Design build contract: A single contract with a design-build firm for the design and construction of a public construction project.

Design-build firm: A partnership, corporation, or other legal entity that:

Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or certified or registered building contractor as the qualifying agent;

OR

Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

Board: The City Commission Members of Tamarac, Florida, its successors and assigns.

Contract: The written agreement for performance of the Scope of Work entered into between the City and the successful proposer.

Contract Administrator: The Department's

Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

Notice to Proceed: A written notice to Firm authorizing the commencement of work.

Plans and/or Drawings: The official graphic representations of this construction project.

Proposer: Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.

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

II. STATEMENT OF THE WORK -- Fire Station #36 Design/Build Project

The City of Tamarac is seeking to engage qualified firms to submit proposals (RFQ's) for the Design/Build of the Fire Station #36 Project. The proposed project site is a 3.41, more or less, acre lot located at 7200 N. University Drive, Tamarac, Florida 33321 (see conceptual site plan attached herein as Exhibit 1). The western +/- 1.4 acres of the project site is currently being utilized as a temporary fire rescue station, which will remain active throughout the duration of this project. The eastern +/- 2.0 acres of the project site is currently vacant and reserved for Fire Station #36. The general scope of the project includes the following components:

1. The design, permitting and construction of a hardened 10,000 +/- square foot fire station located at the above described site.
2. The facility shall be a hardened structure; constructed in accordance with the 5th Edition (2014) Florida Building Code, Section 1620.2 – Risk Category IV Building and Structure: 180 MPH (Table 1604.5 Risk Category IV).
3. All design, permitting, structural, electrical, mechanical, plumbing, communications, civil infrastructure, security systems, pre-emption system and appurtenances necessary for a complete turnkey project.
4. Work shall be completed in accordance with the latest edition of all applicable federal, state, and local regulatory requirements and codes including, but not limited to, the 2014 (Fifth Edition) Florida Building Code **and all referenced standards** which **also** incorporates the ASCE 24-05 for Flood Resistant Design and Construction, requiring all new Structures designated as essential facilities including, but not limited to, “Fire, Rescue, Ambulance and Police Stations and Emergency Vehicle Garages” to have the Elevation of the Lowest Floor to be two (2) foot above the BFE (base floor elevation) or DFE (design floor elevation), whichever is higher; the National Fire Protection Association; the Florida Fire Prevention Code; the City of Tamarac Land Development Code; the City of Tamarac Code of Ordinances; and Broward County Code of Ordinances.
5. The building shall be constructed to comply with a sustainable building rating system or a national model green building code.
6. Ingress/egress for the proposed fire station shall be located on NW 72nd Street.
7. The project shall include a complete emergency vehicle pre-emption system for NW 72nd Street and the University Drive and NW 72nd Street intersection.
8. Sanitary sewer, potable water and storm water drainage infrastructure is currently available within and adjacent to the existing project site; however, this infrastructure must be extended, rerouted and/or relocated to provide necessary services to the proposed fire station.

Estimated cost for the entire project is \$4,000,000 with completion expected in the summer of 2018.

III. QUALIFICATIONS OF PROPOSERS

Proposals will be considered from qualified firms whose experience includes successful work in the industry.

- The Proposer must be a design builder, which is defined as a partnership, corporation or other legal entity that is either certified to engage in contracting or certified to practice engineering or architecture and landscape architecture.
- The following is a list of the types of design-build firms:
 - Engineer / Architect led team
 - General Contractor led team
 - Joint Venture: Engineer/ General Contractor
 - Integrated Firms
- The firm must possess demonstrated experience in design build and implementation of a variety of public construction projects.
- The firm must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

IV. SUBMISSION OF SEALED PROPOSALS

Proposers should submit **one** (1) original and **seven** (7) copies in a *sealed* envelope identifying Proposer's name and Design/Build number and respond to each of the following items as clearly as possible:

1. A brief but complete history of your firm.
2. Design/Build team's current Proof of Insurance.
3. Resumes of key personnel who will actually be assigned to the project and describing their role. Note: Tamarac expects those listed to be those who will actually perform the work. No substitutions will be permitted except in the most dire conditions including any professional licenses held.
4. A list of at least two (2) similar projects performed during the last five years including the following information:
 - a. Name of the entity for which the work was performed;
 - b. Brief description of the scope of the project;
 - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
5. A list of current projects.
6. Provide financial statements for your company's most recent year of operation including balance sheet and income statement on the most current year.
7. Any other information the firm feels is relevant to evaluating firm's qualifications.

V. SUBMISSION REQUIREMENTS

One (1) original and seven (7) copies of the submittals shall be mailed or hand delivered to:

City of Tamarac Purchasing Division
7525 N.W. 88th Ave., Room 108
Tamarac, FL 33321
Attn: Andrew Rozwadowski, Senior Procurement Specialist

The outside of the envelope should be clearly marked, “**RFP 17-03R**, Design/Build of Fire Station 36”, along with the Proposer’s company name and address information.

VI. SELECTION/NEGOTIATION PROCESS

A Selection Advisory/Evaluation Committee has been appointed by the City Manager and will be responsible for short listing the most qualified firms from the submitted Proposals from this Step 1 solicitation. Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for short-listing purposes. The short listed firms will receive a RFP-Step 2, outlining the “Design/Build Criteria” and other pertinent information for the submittal of Step 2 Proposals. Upon review of the Step 2 proposals by the Evaluation Committee, public presentations may be requested by the shortlisted firms prior to final selection by the Committee. The City reserves the right to request further information and to request best and final offers at the discretion of the City prior to commencement of negotiation with the highest evaluated firm.

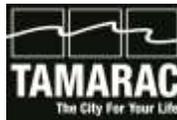
NOTE:

This Design/Build, Step One proposal, is a non-priced technical qualifications-based process. Pricing will only be a factor after shortlisting of firms and the negotiation phase.

VII. CRITERIA FOR SELECTION

City will assemble an Evaluation Committee comprised of City staff. This committee shall evaluate the proposals and may recommend the top design/build firms for presentations. The committee shall evaluate proposals based on the following criteria:

1. Background, education and experience of the firm’s staff members who will be assigned to the project; Ability of the Contractor to provide all of the expertise necessary to successfully complete the work; and status as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. **Up to - 30 Points**
2. Availability of the proposed staff members; Current size of and projected work load of the design/build team; Ability to provide onsite time for meetings, training and cooperative review of work products. **Up to - 20 Points**
3. Knowledge of and approach to the proposed work; Ability to suggest and apply new technologies or approaches that may either: reduce the cost and time frame, or



improve the quality of the work products.

Up to - 25 Points

4. Status as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act and/or participation by sub-contractors who meet these same criteria. **Up to – 5 Points**
5. Team Work History: It is desired the Design Build team or partnership should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by the committee. **Up to - 20 Points**

Maximum Points Possible: 100 points

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Note: Your firm’s submittal to this RFP should also include a timeline of major event activities along with a realistic project completion estimate.

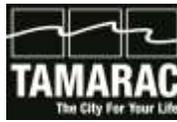
Short listed firms may be invited to make a presentation to the Committee prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.

VIII. SCHEDULE OF EVENTS

#	Event	Date (on or by)
1	Issuance of Request for Qualifications	1/8/2017
2	Pre-Proposal Meeting	1/19/2017
3	All Questions Due	1/27/2017
4	Due Date of Step 1 RFP Proposals	2/2/2017
5	Proposal Evaluations & Short-listing Completed	2/22/2017
6	Issuance of Step 2 RFP to Short Listed Firms. Includes Design Criteria Package, Technical and Price Framework.	3/1/2017
7	Due Date of Step 2 RFP (Short-listed firms only)	4/4/2017
8	Proposal Evaluation & Presentations, if applicable	4/17-4/20
9	Contract Negotiations	5/17/2017
10	Award of Contract	6/14/2017

CITY reserves the right to revise scheduled dates.

IX. RIGHT TO REJECT PROPOSALS



As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information. The City of Tamarac reserves the right without prejudice to reject any or all proposals.

X. QUESTIONS ABOUT THE RFP

Questions regarding the project or the proposal process shall be directed in writing to Andrew Rozwadowski, Senior Procurement Specialist, City of Tamarac, 7525 NW 88th Avenue, Room 108, Tamarac, FL 33321 or by fax (954) 597-3565 or E-mail, andrew.rozwadowski@tamarac.org.

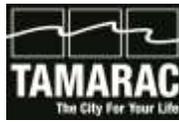
CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE SENIOR PROCUREMENT SPECIALIST OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATION MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

XI. INSURANCE REQUIREMENTS

Design/Build firm 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 Design/Build firm, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The below chart outlines insurance requirements:

Insurance Requirements		
Line of Business Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$2,000,000	\$3,000,000
Premises / Operations		
Contractual Liability		
Personal & Advertising injury		
Bodily Injury		
Independent Contractors		
Explosion, Collapse and Underground Hazard		
Products / Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	1,000,000	1,000,000
Workers Compensation & Employer's Liability	Statutory	

Design/Build firm shall obtain at their expense all necessary insurance in such form and amount as required by the City’s Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Design/Build firm shall maintain such insurance in full force and effect during the life of this Agreement. Firm shall provide to the City’s Risk Manager



Certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Design/Build firm will ensure that all sub Consultants/subContractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

Design/Build firm shall indemnify and hold the City harmless for any damages resulting from failure of the firm to take out and maintain such Insurance. Design/Build firm's Liability Insurance policies shall be endorsed to add the City as an additional insured. Design/Build firm shall be responsible for payment of all deductibles and self-insurance retentions on Firm's Liability Insurance policies.

Design/Build firm shall maintain in full force and effect during the life of the contract, Workers' Compensation insurance covering all employees in performance of work under the contract. Firm shall make this same requirement of any of its subcontractors.

Builder's Risk Insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred (100%) of the completed value.

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

<u>ERRORS AND OMISSIONS LIABILITY</u>	<u>MINIMUM LIMITS/AGGREGATE</u>
	\$1,000,000/2,000,000

Neither Design/Build firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied owner with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida.

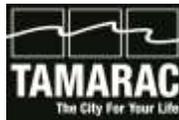
All policies provided shall be Occurrence not Claims Made forms. The Design/Build firm's insurance policies shall be endorsed to add the City of Tamarac as an Additional Insured. The Firm shall be responsible for all deductibles.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

GOVERNING LAW:

INTERESTED CONSULTANTS WILL AGREE THAT CONTRACTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. VENUE WILL BE BROWARD COUNTY.

Each firm is required to complete and submit the following forms: "Offeror's Qualification



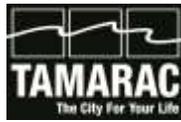
Statement”, “Non-Collusive Affidavit” and “Drug Free Workplace Certification”.

Form Attachments:

1. Offeror’s Qualification Statement
2. Non-Collusive Affidavit
3. Vendor Drug-Free Workplace

PUBLIC ENTITY CRIMES: A person or affiliate as defined in F.S. §287.133, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the City of Tamarac, may not submit a bid on a contract with the City of Tamarac for the construction or repair of any public building or public Work, may not submit bids on leases of real property with the City of Tamarac, may not be awarded to perform Work as a contractor, Supplier, sub-contractor, or consultant under a contract with the City of Tamarac, and may not transact business with the City of Tamarac in an amount set forth in 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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**RFP 17-03R
DESIGN/BUILD OF FIRE STATION 36
STEP 1
OFFEROR'S QUALIFICATION STATEMENT**

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

SUBMITTED TO: City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
E-mail Address _____

- Corporation
- Partnership
- Individual
- Other

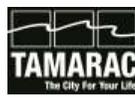
1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: _____
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____



3. If Offeror is an individual or a partnership, answer the following:

a) Date of organization: _____

b) Name, address and ownership units of all partners:

c) State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

YES NO

9. Do you have a complete set of documents, including drawings and addenda?

YES NO

10. Did you attend the Pre-Proposal Conference if any such conference was held?

YES NO



11. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

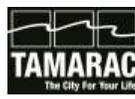
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the work:

15. State the name and address of attorney, if any, for the business of the Offeror:

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:



18. State the name of Surety Company which will be providing the bond, and name and address of agent:

19. Bank References:

Bank	Address	Telephone

20. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

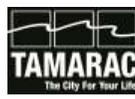
- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

21. State the name of the firm preparing the financial statement and date thereof:

22. Is this financial statement for the identical organization named on page one?

YES NO

23. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).



The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of _____

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, STATE OF FLORIDA

NOTARY PUBLIC

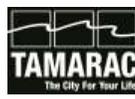
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn,
deposes and says that:

- 24. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
- 25. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 26. Such Proposal is genuine and is not a collusive or sham Proposal;
- 27. 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;
- 28. 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:

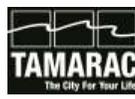
Witness

By _____

Witness

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:

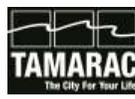
NOTARY PUBLIC, STATE OF FLORIDA

(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



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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name

**RFP 17-03R
DESIGN/BUILD OF FIRE STATION 36 - STEP 1
FORM SAMPLE AGREEMENT BETWEEN
THE CITY OF TAMARAC AND**

THIS AGREEMENT is made and entered into this ___ day of _____, 2017 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, RFP Document No 17-03R, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's 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 17-03R as issued by the City, and the Contractor's Proposal, 17-03R as issued by the 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.

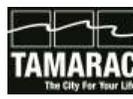
2. The Work

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	
Commercial General Liability Including:	\$2,000,000	\$3,000,000
Premises / Operations		
Contractual Liability		
Personal & Advertising injury		
Bodily Injury		
Independent Contractors		
Explosion, Collapse and Underground Hazard		
Products / Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	1,000,000	1,000,000
Workers Compensation & Employer’s Liability	Statutory	

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 () calendar days from issuance of City’s Notice to Proceed, subject to any permitted extensions

of time under the Contract Documents. For the purposes of this Agreement, 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 one (1) year 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 one (1) 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

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 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 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 the terminating party to the other party 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 extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting 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 nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, 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.

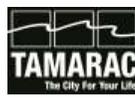
26) Contingent Fees

Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

27) 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**



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

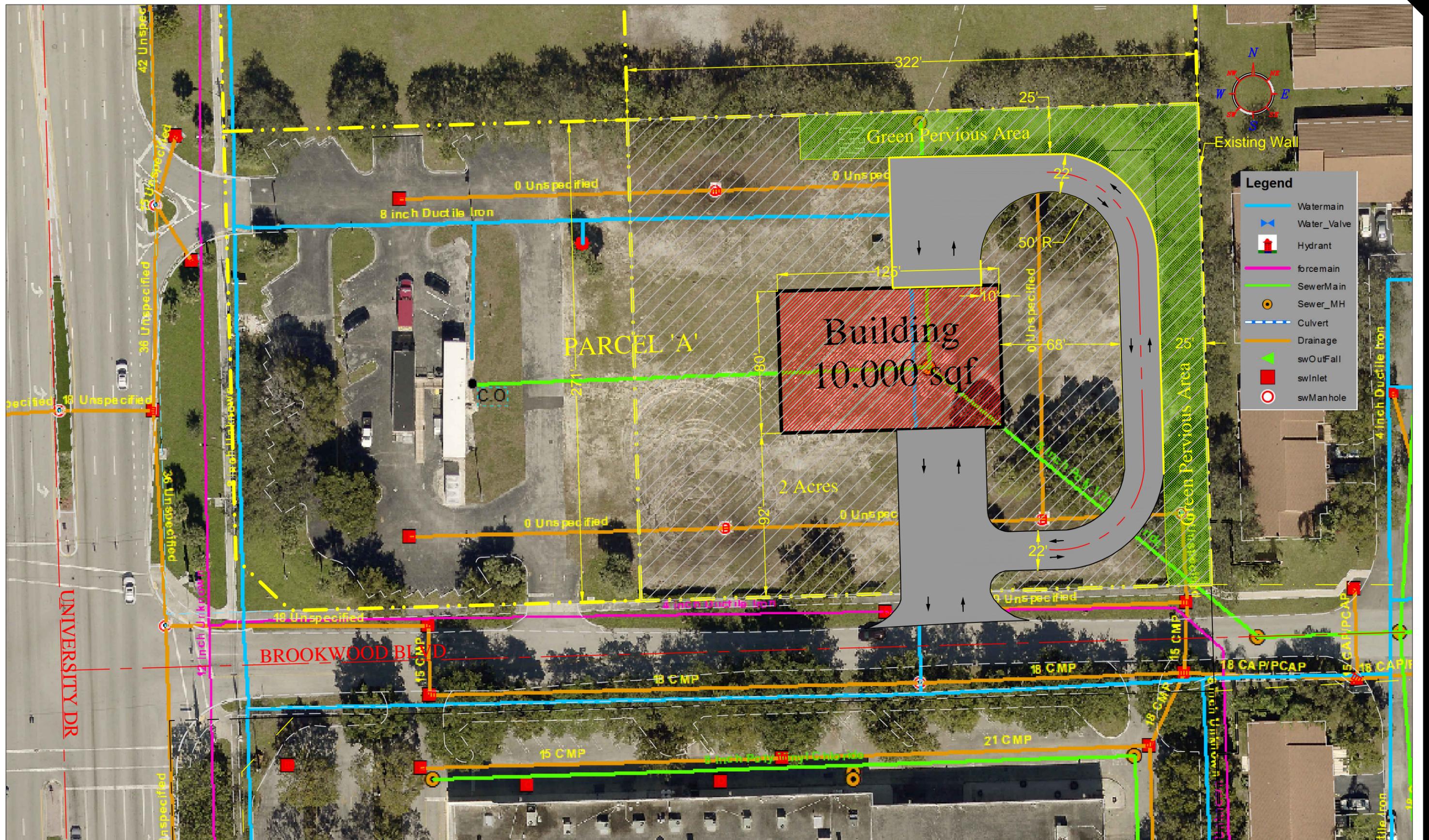
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



REVISIONS			REVISIONS		
No.	Date	Remarks	No.	Date	Remarks
1	9/21/16	Revised Bldg Sqf to 10,000 feet; and Site area to 2 acres			
2	10/20/16	Added Underground Utilities			

Design By: _____ Date: _____
 Drawn By: _____ Date: _____
 Checked By: _____ Date: _____
 Approved By: _____ Date: _____

CITY OF TAMARAC
 PUBLIC SERVICES
 ENGINEERING DIVISION



Seal:
 JOHN E. DOHERTY, P.E.
 FL. NO. 55383

FIRE STATION 36
CONCEPTUAL SITE PLAN
 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
 SEC. 3, TWP. 49, RGE. 41

Job No. _____
 Scale: 1" = 50'
SHEET 1

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