



CITY OF MARGATE
2026-001 Canal Embankments and Stormwater
Infrastructure Improvements

BID BOND REQUIRED: NO

BID OPENING DATE: Wednesday, December 3, 2025

BID OPENING TIME: 11:00 AM

PAYMENT BOND: YES

PERFORMANCE BOND: YES

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT/CONTRACT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

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

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ENGINEER - Engineer or Project Manager as designated by CITY.

1.1.10 FIELD ORDER – A written order issued by the City's Representative or City which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run, and on which Contractor shall start to perform Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

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

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M. on Wednesday, December 3, 2025 for a completed project to provide all materials, labor, equipment, tools, transportation, and permits for Canal Embankments and Stormwater Infrastructure Improvements for the City of Margate. There will be a non-mandatory pre-Bid meeting on Tuesday, November 18, 2025 at 10:00 am in the Commission Chambers at City Hall, 5790 Margate Blvd, Margate, FL 33063.

Pursuant to this Invitation to Bid ("BID") package and in compliance with Title 2 Code of Federal Regulations (CFR) Part 200, bidding requirements of which are incorporated herein and all other applicable Federal, State and Local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this BID, the City is soliciting proposals to obtain the services of a qualified firm(s), to provide but not be limited to all materials, labor, equipment, tools, transportation and permits for canal embankments and stormwater infrastructure improvements.

This BID is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR Bid No. 2026-001 Canal Embankments and Stormwater Infrastructure Improvements"** address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

The City intends to enter into agreements with a minimum of one and a maximum of three qualified firms. Agreements will be for an initial period of two (2) years, with the opportunity for three (3) additional one year renewals.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to purchase@margatefl.com

Owner and/or Owner Rep:
Dany Kabrit
City of Margate Public Works Department
102 N Rock Island Road
Margate, FL 33063

Engineer:
Chen Moore & Associates
Jessica Diaz, P.E.
500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term “bidder” means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder’s experience as of recent date on the form entitled “**Reference Sheet**” herein. A “NO BID” for the Work will be accepted from a contractor who does not hold a valid contractor’s license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER’S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder’s observations with the Bid Documents, and,
 - (e) Notify the City or the City’s Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2 Information and data reflected in the Bid Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City or the City’s Representative by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Bid Documents.
 - 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities, and other physical conditions, and possible changes in the Bid Documents due to differing conditions appear in the Agreement.
 - 4.4 Before submitting a bid, each bidder will, at bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress of performance on the Work and which the bidder deems necessary to determine the bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents.
 - 4.5 On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill

all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

4.6 The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Bid Documents.

4.7 The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Note: The requirements 4.1 through 4.7 are general bid examination requirements included in all Bid Documents. Only requirements that can be specifically applied to this solicitation shall be in force, at the City's discretion.

5. INTERPRETATIONS: All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than seven (7) business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. BID SECURITY, BONDS: Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (if required), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. The same shall apply to the use of the performance and payment bond forms.

Payment and Performance Bonds will be based on an estimated annual cost. The City anticipates \$500,00.00 for the first year.

Pursuant to the requirements of s. 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

7. RETURN OF BID SECURITY: Within 14 business days after award of the bid or Contract, the City will return the bid securities accompanying the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.

8. BID FORM: The bid shall be made on copies of the bidding schedule bound herein.

9. SUBMISSION OF BIDS: Refer to **NOTICE INVITING BIDS**.

- 10. DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.
- 11. QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
- 12. WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
- 14. OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

- 15. AWARD OF BID/CONTRACT:** Award of a bid/contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The contract attached as part of this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such bidder's bid security shall be likewise forfeited to the City.
- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 20. DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

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

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Bid Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a subcontractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

- 24. NO BID:** Refer to 'STATEMENT OF NO BID' form incorporated into the bid proposal document.
- 25. SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
- 26. CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **EPERMITTING-PROJECTDOX** and can be obtained from the City's website at www.margatefl.com under BUILDING DEPARTMENT for City Building permits and under ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.
- 27. NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated

- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
- 29. IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by Law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.
- 36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby. Claims for additional costs or extensions of time because of the failure of Contractor to familiarize itself with conditions at the

Project site will not be allowed. The Contractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project and surrounding areas; (2) any limitations as to access associated with the Project; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools and equipment; and (5) other similar issues. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The City shall not be required to make any adjustment in the Contract Sum or grant an extension to the Agreement Time in connection with any failure by the Contractor to comply with the requirements of this Article.

37. AMENDING AND SUPPLEMENTING BID DOCUMENTS: The Bid Documents may be amended, in writing, upon approval by the City, to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change Order,
2. Formal Written Amendment, or
3. Work Change Directive.

38. REPRESENTATION OF CONTRACTOR: Execution of the Contract or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

39. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly (no later than three (3) days from discovery) report in writing to City or City's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

41.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

41.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

41.3 The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

41.4 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

41.5 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to litigation, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

41.6 The Contractor shall promptly correct Work which does not conform to the Bid Documents.

41.7 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

41.8 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

41.9 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

41.10 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

41.11 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

41.12 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

41.13 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

41.14 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

41.15 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41.16 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

41.17 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

41.18 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

41. RISK OF LOSS; TITLE: The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. USE OF PREMISES: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

43. ACCESS TO WORK: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

- 44. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, (the "Indemnified Parties"), from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs (at the trial and appellate levels) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable (the "Indemnitors").. The limitation for such indemnification shall be \$1,000,000 per occurrence, or 100% of the Contractor's total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statute. See additional Indemnification requirements in the sample agreement.
- 45. SURVIVAL OF OBLIGATIONS:** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 46. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.
- 47. PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.
- The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 48. PAYMENT TO SUBCONTRACTORS:** The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.
- 49. CITY'S RIGHT TO WITHHOLD PAYMENT:** The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

50. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

51. CHANGES IN THE WORK:

51.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD:

53.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

53.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such

Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

54.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

55. CLAIMS FOR DAMAGES: Should either party to the Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

56. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

57. TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER: Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative, an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

59. COMPUTATION OF TIME: When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

60. CONTRACTOR INDEPENDENT: Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

- 61. RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Contract.

- 62. VENUE AND GOVERNING LAW:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 63. VALIDITY OF CONTRACT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 64. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 65. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.
- 66. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**
- 67. SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
- 68. TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
- 69. DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license

numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

- 70. MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
- 71. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.
- 72. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 73. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 74. CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.
- 75. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 76. WORKING HOURS AND INSPECTIONS:** The City of Margate's Working hours are Monday through Friday 8 AM – 6 PM. Contractor must plan for, and schedule, inspections within the City's Working hours.

Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager. Should Work be within a school crossing area, Contractor must plan for and schedule work after school has started and be completed before students are dismissed.

- 77. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
- 78. WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

- 79. ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.
- 80. CONTRACTOR DELIVERABLES:**
- 81.1 Engineering Permit – three (3) sets of hard copies plus one (1) PDF copy.
 - 81.2 Engineer's cost estimate or copy of contract
 - 81.3 Building Permit – three (3) sets
 - 81.4 Shop drawings – three (3) sets
 - 81.5 Record Drawings (as built) – two (2) sets of hard copies (one full and one half size) plus one (1) PDF copy
 - 81.6 Record Drawings (as built) – 1 AutoCAD (2010 version, geo referenced)
 - 81.7 Operation and Maintenance Manuals – three hard copies plus one (1) PDF copy.
- 81. NOTICE TO OWNER/NOTICE OF CONTRACTOR FORMS:** All "Notice to Owner/Notice of Contractor" forms, for this bid, must be submitted to the following address:
- 82. REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.
- 83. PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- a. Keep and maintain public records required by the City of Margate to perform the service.
 - b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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.
 - c. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
 - d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
 - e. **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:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

84. SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba and Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

85. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

86. E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the

U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and

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

87. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Margate, in accordance with the requirements as stated in Title 2 CFR 200.321 encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed in items (1) through (5) below.

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

88. DISCRIMINATORY VENDOR AND SUSPENSION AND DEBARMENT LISTS: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Federal regulations restrict City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Contract is a covered transaction for purposes of Title 2 Code of Federal Regulations (CFR) pt. 180 and 2 CFR pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(2) Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) Contractor must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov. This certification is a material representation of fact relied upon by the City of Margate. If it is later determined that the Contractor failed to comply, in addition to remedies available to the City of Margate, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

89. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of work under any resulting contract from this solicitation, the Proposer agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

90. DHS SEAL, LOGO AND FLAGS: Contractor shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

91. NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

- 92. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** Contractor acknowledges that 31 United States Code Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.
- 93. COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000):**
- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12."
- 94. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** As per 29 C.F.R. § 5.5(b), "*Overtime Requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek."
- 95. CLEAN AIR ACT:** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 96. RESPONSIBLE VENDOR DETERMINATION:** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 97. NONCOERCION OF LABOR :** As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

SPECIAL CONDITIONS

Project Background

The City of Margate is located near the geographic center of Broward County, immediately east of the Florida Turnpike. The City owns and maintains approximately 26 miles of canals that serve as essential networks to the South Florida Water Management District C-14 Canal. Currently, the existing canals have a mix of different types of revetment systems in different stages of disrepair potentially leading to pollutants and other elements that negatively impact water quality. During significant rainfall events, excess storm water runoff within the City is conveyed through the canal network via the city's secondary drainage system which is comprised of swales, ditches, catch basins, inlets and culverts, and outfall structures.

The City of Margate Public Works Department verifies the condition of embankments routinely and evaluates them for proper slopes (above and below the water level), the uniformity of the top of the bank, the apparent degree to which the canal has been maintained and the proximity of structures to the top of the canal bank.

The Canal Bank Stabilization Project will restore important canal maintenance rights-of-way within the City. The slope stabilization and erosion control mechanisms will help improve Stormwater Conveyance and Water Quality.

Scope of Services

The Scope of Work for this project includes construction services for citywide Canal Bank Restoration/Stabilization including but not limited to providing all labor, equipment, and material to ensure a complete turnkey installation of embankment slope stabilizers as well as complete property restoration to better than existing. It is intended that the canal embankment improvements be completed using geosynthetic slope stabilization with a modular open containment system made up of two (2) layers of virgin pre-recycled (food grade) High Density Polyethylene (HDPE), that is constructed with a knitted pattern. The technical mesh shall incorporate a built-in, free flowing, structural anchoring system on all sides of the system, which shall be designed to be tethered into and anchored back to stable ground through a network of anchors set into a stable substrate. The living shoreline system shall be filled with earthen materials equal or greater than 150 microns. The lightweight flexibility of the technical mesh shall allow the system to take any desired shape or size while supporting and promoting root vegetation. Approved shop drawing for all materials shall be provided.

Contractors shall provide all labor, materials, tools, equipment for construction activities of the project and individual task orders. Contractor is responsible for any permits required for project.

SUPPLEMENTAL CONDITIONS

1. The City has the right to increase or decrease any of the line items without an adjustment to the prices depicted in the Bid Form as submitted by the Contractor. City's estimates are based on quantities anticipated annually but not guaranteed.
2. Warranties: 5-year warranty provided by address. If the project is comprised of multiple properties, each property address will receive a Contractor and fabric manufacturer warranty.
3. All materials shall be provided through a submittal and approval process prior to mobilization and commencement of work.
4. Seams: Panels shall be sewn together in the factory or field, providing cross-roll direction strength to facilitate installation.
5. All work shall be established through a Contractor's proposal detailing the specific work and locations. Cost within the Contractor's proposal will be based on fees and items identified within the Bid Form and shall be in accordance with the Contract Documents.
6. Permits, as applicable, may be necessary for specific elements of the work covered by hourly rates. At the sole discretion of the City, a **contingency** may be used for the sole purpose of processing payment for permitting fee needed for work. Permit running and administrative costs will not be covered. The fee will be sufficient to cover the cost of the permit.
7. Contractors, while performing work along the embankments, shall employ the use of turbidity barriers, at ALL times. In no event shall work proceed without the proper barriers being applied. The cost of the barriers shall be included in each unit price.
8. Clearing and Grubbing: The site should be prepared by first clearing the area of vegetation, fencing rubbish, and other objectionable materials.
9. Site must be cleaned daily.
10. Slope Stability Consideration (the intent is for 1:4 slopes where possible where existing conditions permit): Embankments to be constructed shall provide adequate erosion control and inhibit stress from dead loads and horizontal soils movement. Overstressing the embankment will not be allowed and if such potential exists, the condition shall be reviewed prior to work approval. Contractor shall perform the necessary site reconnaissance of the underlying soils, the impact to stability and potential settlement on the area that are planned to receive barrier bags as well comprehend the impact to adjacent and nearby structures and private property. A detailed site reconnaissance of the proposed construction site should include a review outside the proposed embankment footprint in addition to within the embankment footprint. This reconnaissance should extend at least two to three times the width of the embankment on either side of the embankment and to the top or bottom of slopes adjacent to the embankment.
11. **The contingency** can be authorized at the sole discretion of the City for payment to cover 5% material mark-up that complies with the Contract Documents.
12. Dredged sandy soils, when used: Sandy soils for inclusion within the barrier bags shall be identified during the exploration phase of the construction process, prior to commencement of work. Borings may be taken periodically by the Contractor for the purpose of identifying whether adequate sandy soil exist for the use to fill barrier bags. The soils shall be tested to determine their properties. Atterberg limits should be determined and in-situ moisture and density compared to standard Proctor values. When necessary, Contractor shall be able to recognize that soil changes have occurred and make the proper field adjustments.

BID PROPOSAL FORM BID NO. 2026-001

**BID TO: CITY COMMISSION
 CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

CANAL EMBANKMENTS AND STORMWATER INFRASTRUCTURE IMPROVEMENTS

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number _____	Date _____
_____	_____
_____	_____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM:_____

ADDRESS:_____

NAME OF SIGNER_____

(Print or Type)

TITLE OF SIGNER_____

SIGNATURE:_____ DATE:_____

TELEPHONE NO:_____ FACSIMILE NO:_____

EMAIL :_____

SCHEDULE OF BID PRICES – BID NO. 2026-001

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES OR LUMP SUMS. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

	Item	UOM	Unit Price
1	Furnish and Install Bank Stabilization Erosion Barrier Bag – Base Layer with Clean Dredged Sand Fill Material (with no divers)	LF	
2	Furnish and Install Bank Stabilization Erosion Barrier Bag – Each Additional Layer with Clean Dredged Sand Fill Material (with no divers)	LF	
3	Furnish and Install Bank Stabilization Erosion Barrier Bag – Top Overlay Layer with Clean Sand Material Fill (NO Dredged Material)	LF	
4	Furnish and Install Bank Stabilization Erosion Barrier Bag – Base Layer with Imported Clean Sand Material Fill	LF	
5	Furnish and Install Bank Stabilization Erosion Barrier Bag – Each Additional Layer with Imported Clean Sand Material Fill	LF	
6	Furnish and Install 4-inch SCH 80 PVC Conduit (irrigation)	LF	
7	Furnish and Install St. Augustine Sod (includes watering)	SY	
8	Remove Existing Minor Trees (3.0" to 5.0" diameter trunk) – cut just above the roots	EA	
9	Remove Existing Major Trees (5.1" to 8" diameter trunk) - cut just above the roots	EA	
10	City Requested Removal and Replacement of Existing Hedges	LF	
11	Demolish and Remove Existing Wooden Docks	SY	
12	Laborer hourly rate for Ancillary and Unspecified Work (5% mark-up on materials)	HR	

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE
HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES _____ NO _____

SPECIFICATION SHEETS/BROCHURES? YES _____ NO _____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE
CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE
VISA CREDIT CARD? PLEASE CHECK ONE YES _____ NO _____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number:_____

- (3) CONTRACTOR'S license: Primary classification:_____

State License Number:_____

Supplemental classifications held, if any:_____

Name of Licensee, if different from (1) above:_____

- (4) Name of person who inspected site of proposed Work for your firm:

Name:_____ Date of Inspection:_____

- (5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required):_____

- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

- (7) ATTACH TO THIS BID, a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

- (9) Is your firm a certified minority/small/women's business entity? If yes, please provide documentation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Contractor and _____ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA** hereinafter called City in the sum of (\$_____) dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Bid Documents entitled:

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all the requirements of said Bid Documents required to be performed on its part, at the times and in the manner specified herein, inclusive of the one year maintenance period if necessary, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Bid Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Bid Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 20__.

(CONTRACTOR)

(SURETY)

BY: _____
(SIGNATURE)

BY: _____
(SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Contractor and _____ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA**, hereinafter called City, in the sum of (\$_____) _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 20__.

(CONTRACTOR)

(SURETY)

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20____

NOTARY PUBLIC:

REFERENCE SHEET BID NO. 2026-001

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: _____

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2026-001**

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____ DATE: _____

**CITY OF MARGATE
STATEMENT OF NO BID**

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2026-001

Bid Description: Canal Embankments and Stormwater Infrastructure Improvements

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2026-01

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. 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 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, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE: _____

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2026-001

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

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE: Corporation Partnership Individual Other

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FACSIMILE NO.: _____

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. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

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 Proposal. Please attach certificate of competency and/or state registration.

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

9. 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 or goods you have provided, and to which you refer (government owners are preferred as references).

(Name)	(Address)	(Phone Number)
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(Name)	(Address)	(Phone Number)
--------	-----------	----------------

(Name)	(Address)	(Phone Number)
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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name(s) of the individual(s) who will have personal supervision of the work:

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: _____

State of Florida

County of _____

On this the ____ day of _____, 20__, before me by means of ____ physical presence or ____ online notarization, 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 the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

NON-COLLUSIVE AFFIDAVIT FOR BID 2026-001

State of _____)

County of _____)

_____ being first duly sworn, deposes
and says that:

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

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

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;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror
or any other of its agents, representatives, owners, employees or parties in interest,
including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR BID 2026-001

State of Florida
County of _____

On this the _____ day of _____, 20____, before me by means of ____ physical presence or ____ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

(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

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

CITY OF MARGATE E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:

Authorized Signature

Print Name and Title: _____

Date: _____

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING
WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare
that I have read the foregoing and the
facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

5. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

7. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA
FIRMS**

The undersigned Contractor hereby swears under penalty of perjury that Contractor took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

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

Dated _____, 20____ Contractor _____

By _____
(Signature)

By _____ (Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by means of ____ physical presence or ____ online notarization _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. WITNESS my hand and official seal, this__ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My Commission expires: _____
(Serial number, if any)

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition

requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods

of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

- (i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.
- (iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
- (v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

- (i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - (ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
- (1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.

- (2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.
- (c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

ATTACHMENT A

SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer Name Producer Address Producer Phone Number	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Carrier A INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 12345
INSURED Contractor or Subcontractor Name Contractor or Subcontractor Address		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		Policy Number	10/01/2025	09/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number	10/01/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A		Policy Number	10/01/2025	09/30/2026	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate shall be included as an additional insured on the Commercial General Liability policy, as required by the agreement.

CERTIFICATE HOLDER**CANCELLATION**City of Margate
5790 Margate Blvd.
Margate, FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TECHNICAL SPECIFICATIONS

Item No.	Description of Work	Unit of Measure
1	Furnish and Install Bank Stabilization Erosion Barrier Bag – Base Layer with Clean Dredged Sand Fill Material (with no divers)	LF

- A. Measurement for payment for furnishing and installing one (1) base layer of erosion barrier bags with acceptable dredged material (i.e. clean sand) will be based upon the number of linear feet of erosion barrier bags constructed as determined by measurement along the centerline of the bag placed at the toe of the embankment and no less than 12" thickness or allowable to achieve the proper embankment 1:4 slope, as detailed.
- B. Payment for furnishing and installing one (1) base layer of erosion barrier bags with properly tested and clean dredged sand material will be made at the unit price per linear foot of bag, complete in place. This price shall constitute full compensation for all materials and material confirmation on site, investigation, labor, equipment (including tools, pumps, containers, contractor defined and coordinated staging locations, boats, equipment and heavy machinery), mobilization/demobilization, maintenance of traffic, clean-up and restoration not specifically identified by unit price, performance and payment bonds, insurance, testing, and any other operations, labor or materials necessary to complete the installation in a manner acceptable to the City. Materials for this application may include but shall not be limited to clean/deleterious material-free dredged sand material, stakes, ropes, cement bags, backfill, sand material testing, hardscape restoration and any required clearing and grubbing and applicable restoration to the canal bottom.
- C. Suitable barrier bags shall be between 5.5' wide, filled with a minimum thickness of 18".
- D. If sand cannot be dredged from within the adjacent canal for a specific address, it must be brought in from a certified quarry under a separate item number.

If dredging is attainable, Contractor shall provide and coordinate delivery of all equipment necessary to complete dredging, staging, and containment activities so as not to impact private property to remain. Dredging for sand fill within the canal shall be conducted in accordance with best management practices of the industry and as required by Federal, State and Local laws, regulations, and Ordinances. All dredged material shall be tested by a certified laboratory to contain no deleterious materials, prior to use. Contractor shall provide all sand material testing reports to the City for review and approval prior to commencement of bag filling operations.

Item No.	Description of Work	Unit of Measure
2	Furnish and Install Bank Stabilization Erosion Barrier Bag – Each Additional Layer with Clean Dredged Sand Fill Material (with no divers)	LF

- A. Measurement for payment under this line item shall be based on the number of linear feet of erosion barrier bags installed as additional layers beyond the base layer and under the finish overlay layer, using clean dredged sand. Measurement will be determined along the centerline of the bag placed at the toe of the embankment.
- B. Payment for furnishing and installing each of the second and higher layers (installed above the one (1) base layer and under the final top layer) of erosion barrier bags with properly tested and clean dredged sand material will be made at the unit price per linear foot of bag, complete in place. This price shall constitute full compensation for all materials and material confirmation on site, labor, equipment (including tools, pumps, containers, contractor defined and coordinated staging locations, boats, equipment and heavy machinery), mobilization/demobilization, maintenance of traffic, clean-up and restoration not specifically identified by unit price, performance and payment bonds, insurance, testing, and any other operations, labor or materials necessary to complete the installation in a manner acceptable to the City. Material may include but shall not be limited to clean/deleterious material-free dredged material, stakes, ropes, cement bags, backfill, sand material testing, hardscape restoration and any required clearing and grubbing.
- C. Suitable barrier bags shall be between 5.5' wide, filled with a minimum thickness of 18".
- D. If sand cannot be dredged from within the adjacent canal for a specific address, it must be brought in from a certified quarry under a separate item number.

If dredging is attainable, Contractor shall provide and coordinate delivery of all equipment necessary to complete dredging, staging, and containment activities so as not to impact private property to remain. Dredging for sand fill within the canal shall be conducted in accordance with best management practices of the industry and as required by Federal, State and Local laws, regulations, and Ordinances. All dredged material shall be tested by a certified laboratory to contain no deleterious materials, prior to use. Contractor shall provide all sand material testing reports to the City for review and approval prior to commencement of bag filling operations.

Item No.	Description of Work	Unit of Measure
3	Furnish and Install Bank Stabilization Erosion Barrier Bag – Top Overlay Layer with Clean Sand Material Fill (NO Dredged Material)	LF

- A. Measurement for payment for furnishing and installing one (1) top overlay layer to be placed as the topper and sand for the purpose of leveling sand for sod applications. Sand will be from a certified quarry will be based upon the number of linear feet of top overlay material used to

cover each layer of erosion barrier bags constructed as determined by measurement along the centerline of the bag placed at the toe of the embankment.

- B. Payment for furnishing and installing one (1) final top overlay with quarried sand material will be made at the unit price per linear foot of overlay material, complete in place. This price shall constitute full compensation for all materials and material confirmation on site, labor, equipment (including tools, pumps, containers, contractor defined and coordinated staging locations, boats, equipment and heavy machinery), mobilization/demobilization, maintenance of traffic, clean-up and neat and complete restoration for the top layer of the restored embankment, performance and payment bonds, insurance, testing, and any other operations, labor or materials necessary to complete the installation in a manner acceptable to the City. Material may include but shall not be limited to clean material, stakes, ropes, cement bags, backfill, sand material testing, hardscape restoration and any required clearing and grubbing.
- C. Price does not include SOD. See unit price for SOD.
- D. Suitable geo barrier bags shall be between 5.5' wide with a minimum thickness of 8" to allow for a continuous 1" thick coverage for the sod layer.
- E. Contractor shall provide and coordinate delivery of all equipment necessary to complete this operation, including proper and permissible staging, and other required activities.
- F. Contractor shall provide all sand material delivery reports from a certified quarry to the City.

Item No.	Description of Work	Unit of Measure
4	Furnish and Install Bank Stabilization Erosion Barrier Bag – Base Layer with Imported Clean Sand Material Fill	LF

- A. Measurement for payment for furnishing and installing one (1) base layer of erosion barrier bags, with acceptable clean sand from a certified quarry, will be based upon the number of linear feet of erosion barrier bags constructed as determined by measurement along the centerline of the bag placed at the toe of the embankment.
- B. Payment for furnishing and installing one (1) base layer of erosion barrier bags with properly clean sand material will be made at the unit price per linear foot of bag, complete, in place. This price shall constitute full compensation for all materials and material confirmation on site, labor, equipment (including tools, pumps, containers, contractor defined and coordinated staging locations, boats, equipment and heavy machinery), mobilization/demobilization, maintenance of traffic, clean-up and restoration not specifically identified by unit price, performance and payment bonds, insurance, and any other operations, labor or materials necessary to complete the installation in a manner acceptable to the City. Material may include but shall not be limited to clean/deleterious material-free dredged material, stakes, ropes, cement bags, backfill, sand material testing, hardscape restoration and any required clearing and grubbing.

- C. Suitable barrier bags shall be between 5.5' wide, filled with a minimum thickness of 18".
- D. Contractor shall provide and coordinate delivery of all equipment necessary to complete this operation, including proper and permissible staging, and other required activities.
- E. Contractor shall provide all sand material delivery reports from a certified quarry to the City.

Item No.	Description of Work	Unit of Measure
5	Furnish and Install Bank Stabilization Erosion Barrier Bag – Each Additional Layer with Imported Clean Sand Material Fill	LF

- A. Measurement for payment under this line item shall be based on the number of linear feet of erosion barrier bags installed as the third and any additional layers beyond the base layer, using imported clean sand. Measurement will be determined by measurement along the centerline of the bag placed directly above the second layer, following the slope of the embankment.
- B. Payment for furnishing and installing each of the second and higher layers (installed above the one (1) base layer and under the top overlay layer) of erosion barrier bags with approved imported clean sand material will be made at the unit price per linear foot of bag, complete in place. This price shall constitute full compensation for all materials, labor, equipment (including tools, pumps, containers, contractor defined and coordinated staging locations, boats, and heavy machinery), mobilization/demobilization, maintenance of traffic, clean-up and restoration not specifically identified by unit price, performance and payment bonds, insurance, and any other operations, labor or materials necessary to complete the installation in a manner acceptable to the City. Material may include but shall not be limited to all material, stakes, ropes, cement bags, backfill, sand material testing, hardscape restoration and any required clearing and grubbing.
- C. Suitable barrier bags shall be between 5.5' wide, filled with a minimum thickness of 18".
- D. Contractor shall provide and coordinate delivery of all equipment necessary to complete this operation, including proper and permissible staging, and other required activities.
- E. Contractor shall provide all sand material delivery reports from a certified quarry to the City.

Item No.	Description of Work	Unit of Measure
6	Furnish and Install 4-inch SCH 80 PVC Conduit (irrigation)	LF

- A. Measurement for payment for furnishing and installing private property suction side conduit pipe will be based upon the number of linear feet of such pipe actually constructed, as

determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents. ***This unit price does not apply to damaged pipe to remain that has been damaged by the Contractor.***

- B. Payment for furnishing and installing SCH80 pipe will be made at the unit price per linear foot of pipe complete and in place including all clearing and grubbing, excavation, backfilling, and installation of fittings at each end to cap and end the conduit for future use. This price also constitutes full compensation for all materials, labor, equipment (including all tools, equipment and machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete installation. Conduit installation must be confirmed before compensation for said conduit pipe will be approved.
- C. Contractor is responsible for conducting an inspection prior, during, and after construction to identify any breaks or deficiencies in the existing irrigation system. CITY staff shall be notified and be present at each inspection to witness the results. All repairs and parts (including pipes, fittings, and tools) to repair the existing line shall be included under this line item. Repairs conducted will include priming and adjusting to the correct slope. The depth of suction of the existing pipe must be equal to or have greater depth than the existing pipe.

Item No.	Description of Work	Unit of Measure
7	Furnish and Install St. Augustine Sod (includes watering)	SY

- A. Measurement for furnish and install sod will be based upon the number of square yards of sod installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for sod will be made at the unit price per square yard of placed sod which price shall constitute full compensation for squaring, clearing and grading, furnishing and installing, and sanding the sod, elevations and **maintaining sod with watering, daily for 30 days**, and all earthwork, removal of shrubs, removal of any protruding object, importing of fill material and protection of trees to remain. This price also constitutes full compensation for all materials, labor, equipment (including tools and heavy machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete installation. No additional compensation will be made for the type of sod installed or watering and maintaining sod for 30 days post approved installation. Appropriate notifications to homeowners by the Contractor announcing the maintenance of newly installed sod is included in this line item.
- C. Only clean sand can be used for the overlay layer. This includes pins and anchors needed to keep the sod from shifting.
- D. Water cannot be obtained from private hose bibbs.
- E. Sod pins for the embankment application are included under this line and a minimum of three sod pins per sod section must be used. Sand must be placed in between sod joints. All edges of the sod placed shall be smooth. Contractor shall schedule a final walkthrough with the City to obtain approval of the final product. Final approval is required prior to payment under this line item.

Item No.	Description of Work	Unit of Measure
8	Remove Existing Minor Trees (3.0" to 5.0" diameter trunk) – cut just above the roots	EA

- A. Measurement for payment to remove existing trees will be based upon the actual number of trees replaced, all in accordance with the Contract Documents. The intent of the tree removal is to allow for the installation of the barrier bags that otherwise would not be installed due to an obstruction.
- B. Payment for removal of trees will be made at the unit price, each, as identified in the Bid form which price shall constitute full compensation for the removal, hauling, and proper disposal. This price also constitutes full compensation for all materials, labor, equipment (including tools and heavy machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete removal. Contractor is responsible for any private or public property damaged during execution of Contractor's work with no additional compensation.
- C. Trees with diameters equal to or larger than 3-inch diameter (as measured at a height of 4 foot) but less than 5-inch diameter shall be classified as minor trees. Tree's diameter is measured at a height of 3 feet.
- D. Contractor shall be responsible for obtaining all necessary permits to complete this task. All permitting fees are included in this line item, and no additional compensation will be provided. The contractor shall coordinate with the City to ensure compliance with all applicable regulations and obtain the required permits prior to proceeding with tree replacement. Permit Fee will be authorized by the City in writing and funded by contingencies.

Item No.	Description of Work	Unit of Measure
9	Remove Existing Major Trees (5.1" to 8" diameter trunk) - cut just above the roots	EA

- A. Measurement for payment to remove existing trees will be based upon the actual number of trees replaced, all in accordance with the Contract Documents. The intent of the tree removal is to allow for the installation of the barrier bags that otherwise would not be installed due to an obstruction.
- B. Payment for removal of trees will be made at the unit price, each, as identified in the Bid form which price shall constitute full compensation for the removal, hauling, and proper disposal. This price also constitutes full compensation for all materials, labor, equipment (including tools and heavy machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete removal. Contractor is responsible for any private or public property damaged during execution of Contractor's work with no additional compensation.
- C. Trees with diameters equal to or larger than 5.1 inches in diameter (as measured at a height of 4 foot) but less than 8-inch diameter shall be classified as minor trees. Tree's diameter is measured at a height of 3 feet.
- D. Contractor shall be responsible for obtaining all necessary permits to complete this task. All permitting fees are included in this line item, and no additional compensation will be provided.

The contractor shall coordinate with the CITY to ensure compliance with all applicable regulations and obtain the required permits prior to proceeding with tree replacement. Permit Fee will be authorized by the City in writing and funded from contingencies.

Item No.	Description of Work	Unit of Measure
10	City Requested Removal and Replacement of Existing Hedges	LF

- A. Measurement for removing and replacing standard height hedges will be based upon the number of linear feet of such hedges installed all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing hedges will be made at the number of linear feet, identified in the Bid form which price shall constitute full compensation for the plant material (to match existing type) and complete installation. This price also constitutes full compensation for all materials, labor, equipment (including tools and heavy machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete installation. No additional compensation will be made for watering, fertilizing, staking and any other tree maintenance needed for the duration of the contract and one year warranty period. Hedges shall be installed in accordance with City standards. Removal and replacement of shrubs is also included under this line item. Contractor is responsible for any hedges or shrubs damaged during execution of Contractor's work and will have to replace damaged hedges or shrubs at no additional cost to the City.
- C. Contractor shall be responsible for obtaining all necessary permits to complete this task. All permitting fees are included in this line item, and no additional compensation will be provided. The contractor shall coordinate with the CITY to ensure compliance with all applicable regulations and obtain the required permits prior to proceeding with tree replacement.
- D. The contractor must ensure that any hedges proposed for replacement are approved by the CITY before installation. All hedges to be replaced must be native to Florida, and the contractor must provide proof of native species prior to installation. The contractor must also coordinate with both the CITY and the property owner before any tree is installed to ensure mutual agreement on location and species selection.

Item No.	Description of Work	Unit of Measure
11	Demolish and Remove Existing Wooden Docks	SY

- A. Measurement for payment to demolish and remove existing docks will be based upon the actual SY of demolished, removed, and disposed.
- B. Demolition, removal, and disposal of wooden docks shall include but is not limited to the removal of all wood piers, foundations, footers, cutting of structure for ease of handling, hauling and removal of debris, restoration of the surrounding area to match existing conditions to remain. This price also constitutes full compensation for all materials, labor, equipment (including tools and heavy machinery), mobilization, maintenance of traffic, performance and payment bonds, insurance, and any other operations necessary to complete installation. This line item is inclusive of

temporary structures or barriers required during construction. Payment shall be made for docks removed and replaced as approved by the City.

- C. The City does not attest to or provide any statements related to the current state, condition, functionality, usefulness, outstanding enforcement concerns, existing permits, violations, or any other information related to existing docks to remain.
- D. Contractors are required to make field adjustments to the placement of barrier bags that allow the project work to be performed without the need to adjust, repair, or modify any existing docks.
- E. Contractors will make every effort to avoid disrupting or impacting existing docks. If docks are damaged due to the Contractor's work, Contractor coordinated repairs will be made at no additional cost to the City.
- F. Contractor shall coordinate with the City and residents, as needed. Contractor shall be required to distribute City approved/Contractor developed notices upon CITY request. Contractor shall schedule a final walkthrough with the City to obtain approval of the final product. Final approval is required prior to payment under this line item.
- G. Contractor shall be responsible for obtaining all necessary permits to complete this task, including but not limited to environmental, structural, and construction-related permits.
- H. Contractor shall adhere to all applicable local, state, and federal waterways regulations. The contractor is responsible for implementing appropriate measures to protect the waterways during construction. This includes, but is not limited to, using temporary barriers, erosion control measures, turbidity barriers, and ensuring that no debris, construction materials, or pollutants enter the water. All materials and equipment necessary to protect the waterways and comply with regulatory requirements are included in this line item. The contractor shall ensure that all work complies with environmental best practices, Federal, State, and Local laws, standards, and regulations.

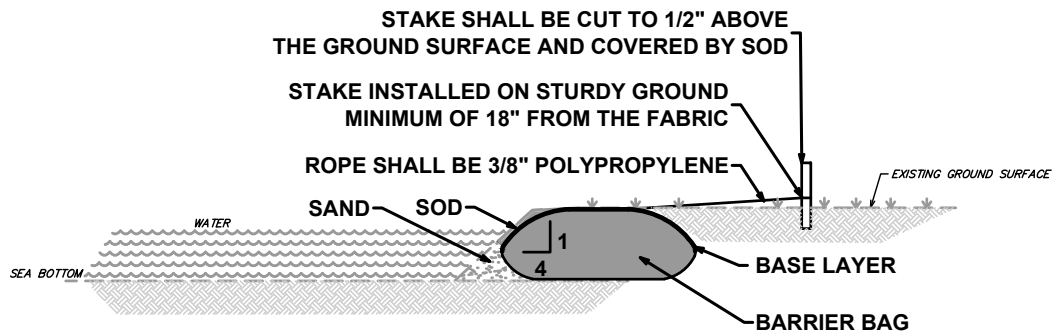
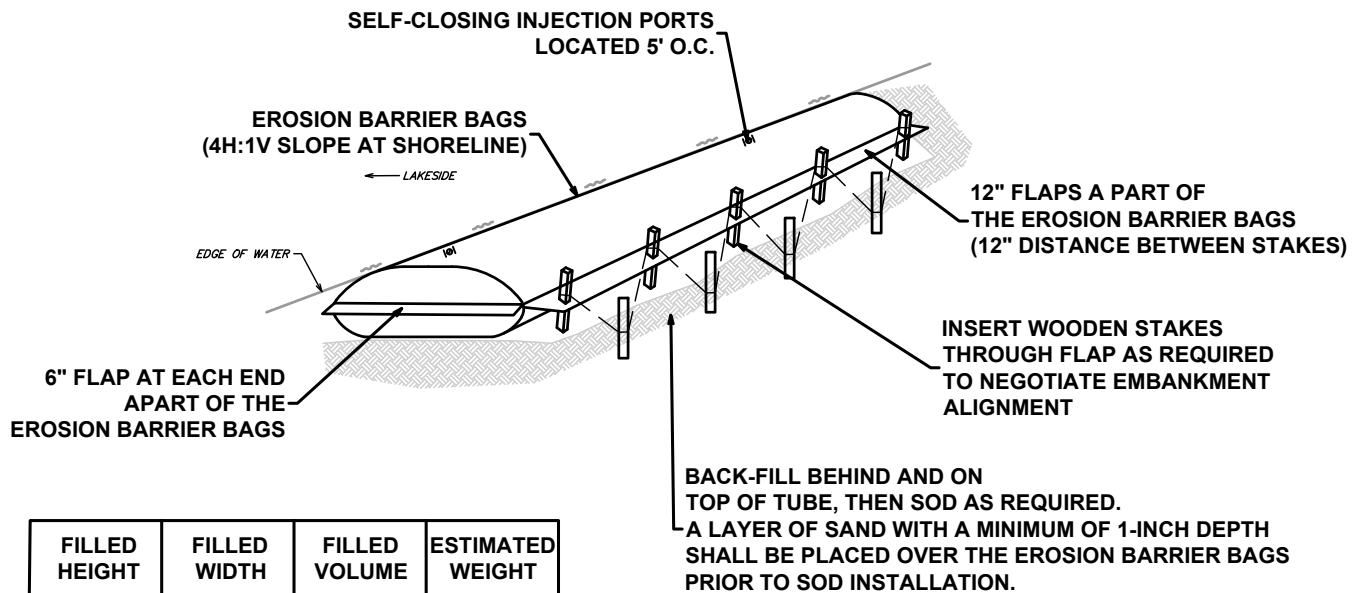
Item No.	Description of Work	Unit of Measure
12	Laborer hourly rate for Ancillary and Unspecified Work	hour

- A. Measurement for payment shall be based on the actual number of labor hours performed by contractor personnel, as pre-approved by the City, to carry out "incidental" work not covered under other bid items. The intent of this item is not to supplement items specifically covered in the bid, but to allow for work that may not be specifically described by bid item description. All work that can be covered, as a standard application, within other bid items, WILL NOT be paid under this item.
- B. Incidental Work constitutes, specific work needed to complete the job for items not addressed and must NOT be related to damage caused by the Contractor due work or means and methods. Incidental work MUST be identified and pre-authorized in writing prior to work and broken down by hourly rate. The Incidental work must contain a specific written scope of work and breakdown. If additional new incidental materials, not part of a separate item, are required, these can be compensated at **5% mark-up** on materials, with a valid receipt from the materials supplier. Material supplier MUST be a valid corporation in the State of Florida. Excess materials not necessary will not

be compensated.

- C. Ancillary and unspecified work shall include but will not be limited to debris removal not associated directly with the canal embankment (i.e. yard debris), relocation of bulk items, special cleanup at the request of the City (outside of Contractor's daily clean-up), or other ancillary work, as directed by the City. This hourly rate also constitutes full compensation for all labor, equipment, supervision, overhead, insurance, and profit to complete this work. In the event the Contractor notices work not covered by other items, the Contractor shall notify the City in advance and in writing for approval prior to commencing. If ample and adequate notification and written documents are not provided accordingly, the work **will not be eligible** for compensation.
- D. Contractor is required to replace any property damaged during construction that was to remain, at no additional compensation. Contractor shall coordinate with the City and residents, as needed, and will be required to distribute notices upon City request. Contractor shall schedule a final walkthrough with the City to obtain approval of the final product. Final approval is required prior to payment under this line item on the written scope of work.
- E. No additional charges (e.g. all permit fees, materials, mobilization, maintenance of traffic, performance and payment bonds) will be permitted under this line item. Work performed without prior written authorization by the City will not be eligible for compensation.

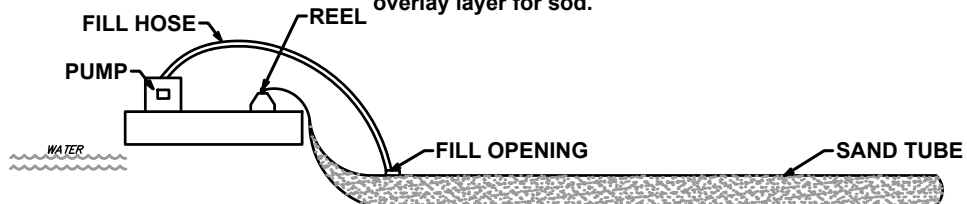
I



BARRIER BAG CROSS SECTION

N.T.S.

NOTE: Detail does not depict
overlay layer for sod.



BARRIER BAG SAND FILL

N.T.S.

NOTES:

1. A LAYER OF SAND WITH A MINIMUM OF 1-INCH DEPTH SHALL BE PLACED OVER THE EROSION BARRIER BAGS PRIOR TO SOD INSTALLATION.
2. ROPES SHALL BE TIED TO THE STAKES. TAMPERING WITH PUBLIC OR PRIVATE PROPERTY IS PROHIBITED.

DATE: 07-09-25

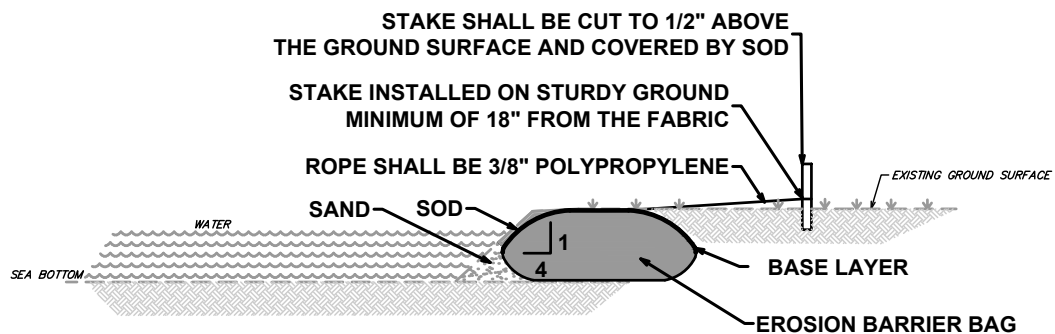
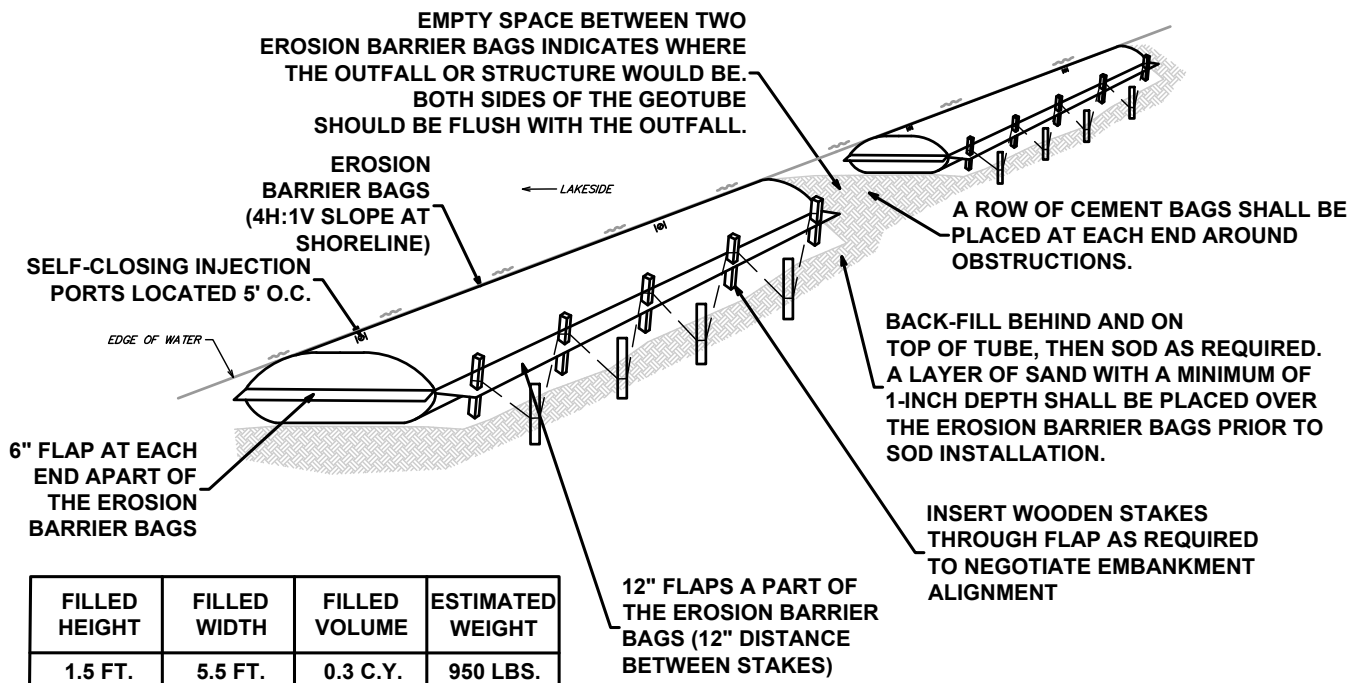
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CITY OF MARGATE, FLORIDA

EROSION BARRIER BAG AND CROSS SECTION

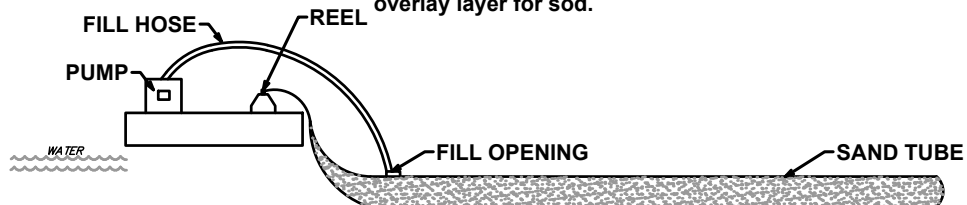
D-1



BARRIER BAG CROSS SECTION

N.T.S.

NOTE: Detail does not depict overlay layer for sod.



BARRIER BAG SAND FILL

N.T.S.

NOTES:

1. A LAYER OF SAND WITH A MINIMUM OF 1-INCH DEPTH SHALL BE PLACED OVER THE EROSION BARRIER BAGS PRIOR TO SOD INSTALLATION.
2. ROPES SHALL BE TIED TO THE STAKES. TAMPERING WITH PUBLIC OR PRIVATE PROPERTY IS PROHIBITED.

DATE: 07-09-25

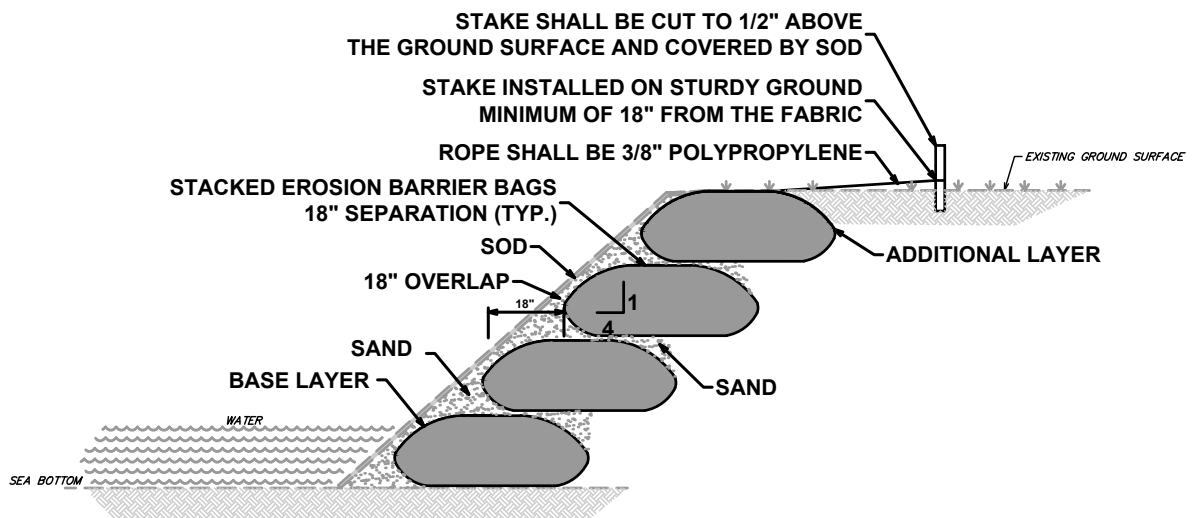
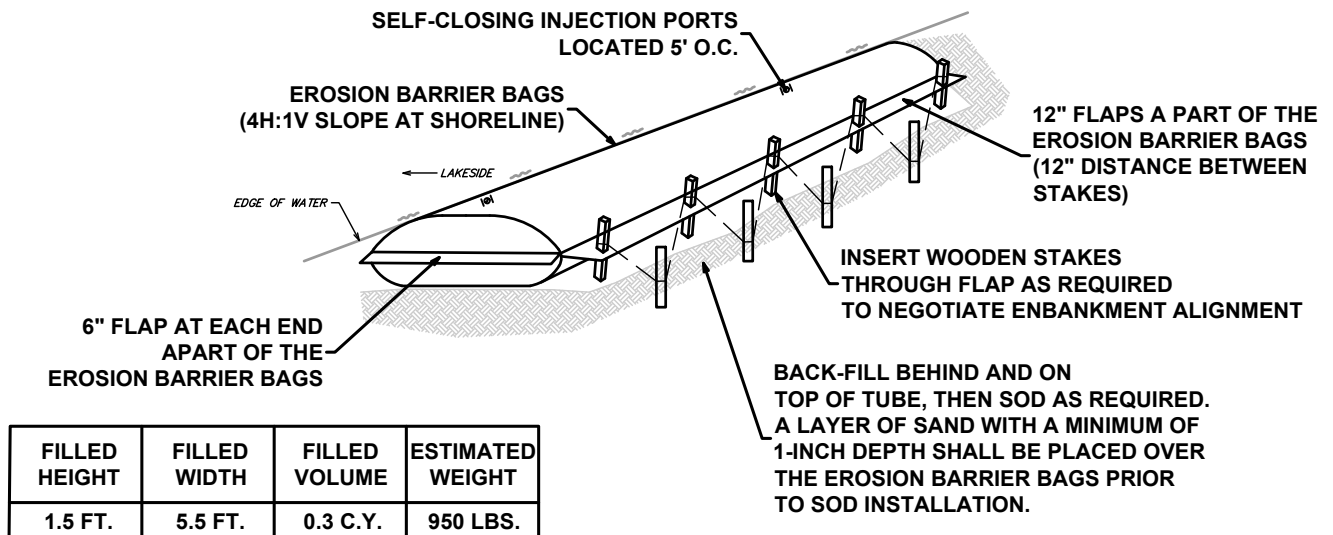
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CITY OF MARGATE, FLORIDA

EROSION BARRIER BAG MULTIPLE SECTIONS

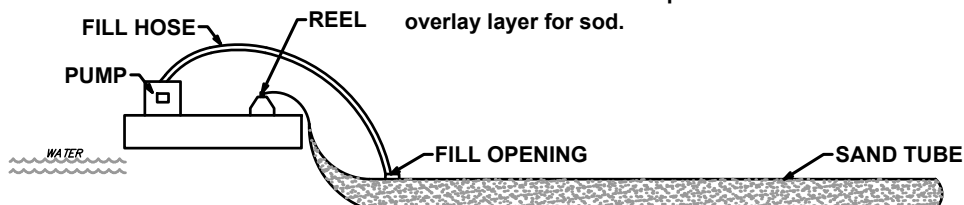
D-2



BARRIER BAG CROSS SECTION

N.T.S.

NOTE: Detail does not depict
overlay layer for sod.



BARRIER BAG SAND FILL

N.T.S.

NOTES:

1. A LAYER OF SAND WITH A MINIMUM OF 1-INCH DEPTH SHALL BE PLACED OVER THE EROSION BARRIER BAGS PRIOR TO SOD INSTALLATION.
2. ROPES SHALL BE TIED TO THE STAKES. TAMPERING WITH PUBLIC OR PRIVATE PROPERTY IS PROHIBITED.

DATE: 07-09-25

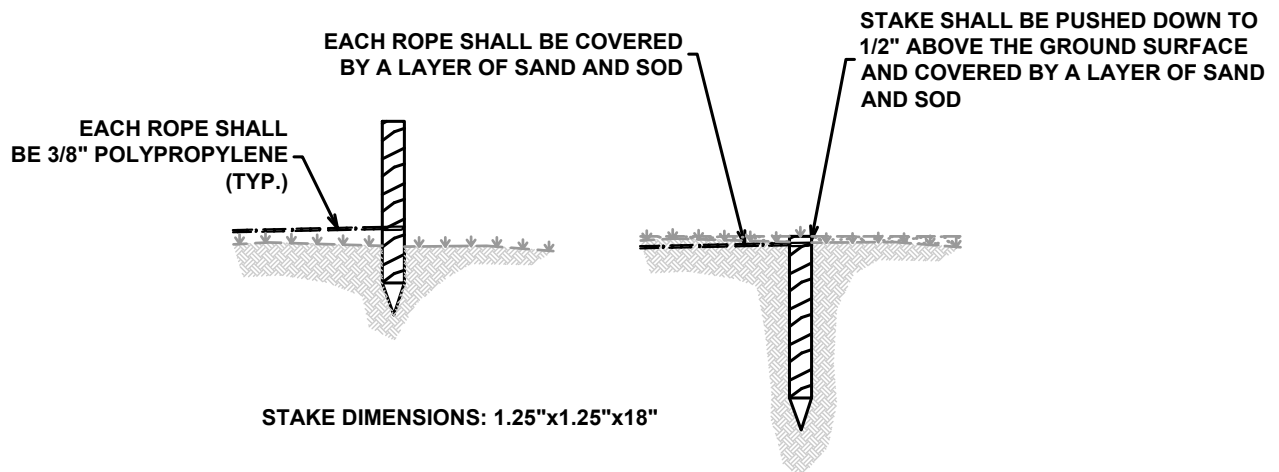
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CITY OF MARGATE, FLORIDA

EROSION BARRIER BAG STACKED SECTIONS AND CROSS SECTION

D-3



NOTES:

1. CONTRACTOR SHALL USE WOOD STAKES TO TIE DOWN EROSION BARRIER BAGS. STAKES SHALL BE PLACED ON STURDY, STABLE GROUND SOIL, A MINIMUM OF 18 INCHES FROM THE BARRIER BAG.
2. WHEREVER IS ROCK MATERIAL AND WOOD STAKES CANNOT BE INSTALLED, CONTRACTOR SHALL USE #5 REBAR TO TIE DOWN THE BARRIER BAGS.
3. STAKES UNDER STACKED BARRIER BAGS SHALL REMAIN IN PLACE AND BE PUSHED INTO THE GROUND TO LEAVE ONLY 1/2 INCH EXPOSED ABOVE GROUND PRIOR TO PLACING SOD ABOVE BARRIER BAG. ROPE SHALL REMAIN IN PLACE AND BE COVERED BY A LAYER OF SAND AND SOD.
4. STAKES SHALL NOT BE TIED TO PRIVATE PROPERTY.

DATE: 07-09-25

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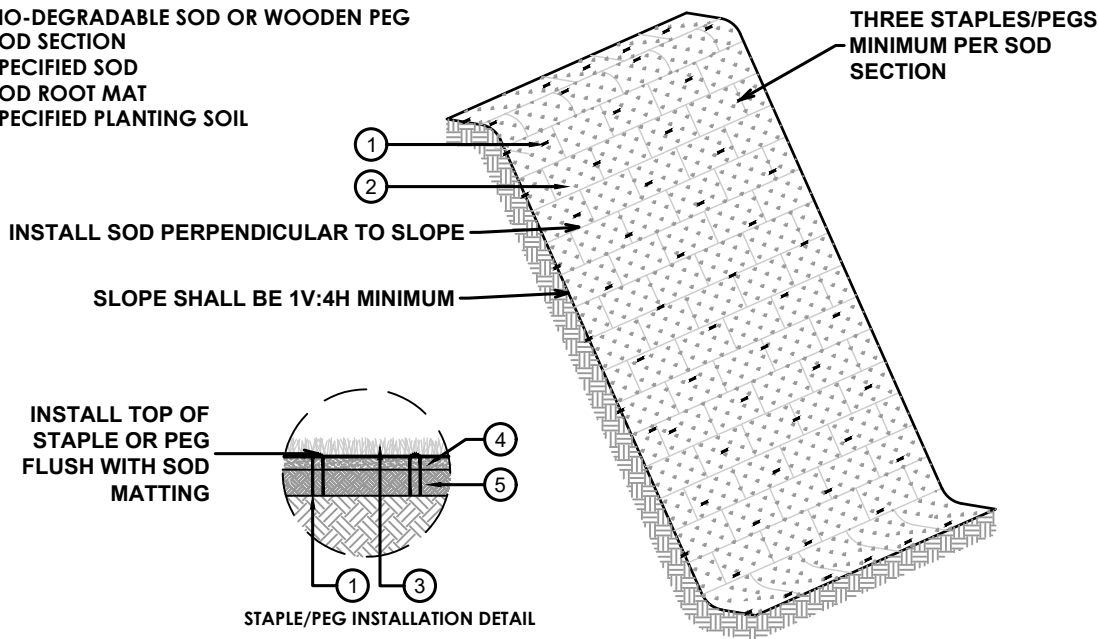


CITY OF MARGATE, FLORIDA

STAKES AND TIE-DOWNS

D-4

- ① BIO-DEGRADABLE SOD OR WOODEN PEG
- ② SOD SECTION
- ③ SPECIFIED SOD
- ④ SOD ROOT MAT
- ⑤ SPECIFIED PLANTING SOIL



NOTES:

1. REMOVE ANY DEBRIS, WEEDS, ROCK, EXISTING SOD, AND/OR ROCKS FROM THE PLANNED SOD AREA PRIOR TO NEW SOD INSTALLATION. APPLY TOP SOIL AS NEEDED TO ENSURE A DEEP ROOT ZONE.
2. GRADE THE SOIL TO CONFIRM THE SLOPE. LOOSEN THE TOP TWO INCHES OF SOIL TO ALLOW THE ROOTS TO ESTABLISH.
3. CONDUCT A SOIL TEST TO VERIFY pH, NUTRIENTS, AND COMPACTION ARE COMPATIBLE WITH THE PROPOSED SOIL TYPE. RESULT REPORTS SHALL BE SUBMITTED TO THE CITY FOR VERIFICATION.
4. SOD INSTALLATION SHALL START AT THE BOTTOM OF THE SLOPE AND PROGRESS TOWARDS THE TOP OF THE SLOPE. SOD SECTIONS SHALL BE ALIGNED STRAIGHT AND INSTALLED WITH TIGHTLY ABUTTED JOINTS (NO GAPS). EACH ROW SHALL BE STAGGERED AND THE SEAMS OF ADJACENT ROWS SHOULD NOT LINE UP. THE NEW SOD SHALL BE TRIMMED ALONG ALL CURVES, EDGES, AND AROUND OBSTACLES FOR A NEAT AND CLEAN FINISH. CONTRACTOR SHALL SCHEDULE A WALKTHROUGH WITH THE CITY TO OBTAIN FINAL APPROVAL AT ALL LOCATIONS SOD IS PLACED.
5. INSTALLED SOD SHALL BE ST. AUGUSTINE UNLESS IRRIGATION IS NOT AVAILABLE. CONTRACTOR SHALL NOTIFY THE CITY OF LOCATIONS THAT DO NOT HAVE EXISTING IRRIGATION SYSTEMS AND OF LOCATIONS WHERE EXISTING SOD IS NOT ST. AUGUSTINE.
6. 6" BIODEGRADABLE SOD STAPLES OR PEGS SHALL BE USED. 6" WOODEN PEGS OR 6" STEEL STAPLES MAY BE CONSIDERED WITH CITY APPROVAL. A MINIMUM OF THREE STAPLES OR PEGS SHALL BE USED PER SOD SECTION. TWO STAPLES OR PEGS SHALL BE PLACED AT THE EDGE OF THE TOP SLOPE TO SECURE THE SECTION, ONE STAPLE OR PEG SHALL BE PLACED AT THE BOTTOM SLOPE EDGE.
7. NEW SOD SHALL BE LIGHTLY ROLLED TO ELIMINATE AIR POCKETS. ROLLER MUST NOT COMPACT THE SOIL AND RESTRICT ROOT GROWTH. ENSURE SOIL-TO-SOIL CONTACT AND ANY RESULTING GAPS IN JOINTS MUST BE TOP DRESSED WITH SOIL AND FILLED WITH SAND.
8. CONTRACTOR IS RESPONSIBLE FOR WATERING THE NEW SOD FOR 30 DAYS AFTER PLACEMENT. WATERING SHALL TAKE PLACE DAILY FOR AT LEAST THIRTY DAYS TO ENSURE SOIL IS MOIST TO DEPTH OF MINIMUM 3-4 INCHES. WATERING SHALL NOT CREATE PONDING THAT MAY DEGRADE THE SOD.

DATE: 07-09-25

DRAWN:



CITY OF MARGATE, FLORIDA

SODDED SLOPE INSTALLATION

D-5

NOTES:

1. CONTRACTOR SHALL WORK WITH A COMMERCIAL SEWING COMPANY AS NEEDED. EROSION BARRIER BAGS SHALL BE SEWN WITH A SYNTHETIC YARN. OVERALL CONTAINER SIZE SHALL BE ACCORDING TO PROJECT REQUIREMENTS.
2. SELF-CLOSING INJECTION PORTS SHOULD BE 5-FEET APART. SAND FILL SHALL BE PLACED FROM BOTTOM TO TOP TO ENSURE EVEN SAND FILL DISTRIBUTION.
3. STAKES OF 18-INCH MINIMUM HEIGHT SHALL BE PLACED 12" APART THROUGH THE 12-INCH FLAPS. BACK STAKES SHALL BE INSTALLED. ADDITIONAL STAKES MAY BE REQUIRED IN LOCATIONS WHERE EMBANKMENT ALIGNMENT CHANGES RAPIDLY.
4. PUMPING HEIGHT OF THE EROSION BARRIER BAGS SHALL BE 1.5 FEET.
5. CONTRACTOR SHALL USE MIRAFI FW404 WOVEN GEOTEXTILE OR CONTECH C70/06 WOVEN GEOTEXTILE OR APPROVED EQUAL.
6. WHEN THERE IS AN OUTFALL, STRUCTURE OR OTHER OBSTRUCTION, THE EROSION BARRIER BAGS SHOULD BE CUT TO TERMINATE AT THE OUTFALL.
 - 6.1. THE CUT END WILL BE SEWED WITH A 6-INCH FLAP AND FILLED WITH WET SAND.
 - 6.2. A NEW SEGMENT OF EROSION BARRIER BAGS WILL BE PLACED ON THE OTHER SIDE OF THE OUTFALL, STRUCTURE, OR OTHER OBSTRUCTION.
 - 6.3. CEMENT BAGS SHALL BE PLACED ALONG BARRIER BAGS BETWEEN THE OBSTRUCTION.
7. THE EROSION BARRIER BAGS SHALL BE PLACED AT A MINIMUM OF 4W TO 1H SLOPE AT SHORELINES. CONTRACTOR SHALL NOTIFY CITY STAFF OR THE ENGINEER IF MINIMUM SLOPE IS NOT FEASIBLE ON A CASE BY CASE BASIS.
8. LARGE TREE ROOTS THAT CAN PUNCTURE THE FABRIC SHALL BE REMOVED. IF THE ROOT CANNOT BE REMOVED SAFELY, FABRIC PLACEMENT SHALL BE CUT AND RESTARTED AROUND THE TREE ROOT. REFER TO #6.
 - 8.1. CONTRACTOR SHALL FOLLOWING APPROVED TREE ROOT PRUNING SPECIFICATIONS AND CONSULT WITH APPROVED ARBORIST PRIOR TO PERFORMING WORK.
9. CONTRACTOR SHALL WATER NEW SOD FOR A MINIMUM OF 30 DAYS AFTER PLACEMENT. SOD SHALL BE ST. AUGUSTINE.
10. ALL IRRIGATION PIPING SHALL BE PLACED IN CONDUIT SLEEVES PRIOR TO INSTALLATION OF THE EROSION BARRIER BAG. IN LOCATIONS WHERE IRRIGATION CANNOT BE REMOVED, FABRIC PLACEMENT SHALL BE CUT AND RESTARTED AROUND THE CONFLICT. REFER TO #6.
11. FOR SHARP SLOPES AND ELEVATION DROPS, EROSION BARRIER BAGS SHOULD BE INSTALLED ON LEVEL STEPS AND CUT INTO THE SLOPE.
 - 11.1. STEPS ARE TYPICALLY CREATED BY DIGGING OR USING SMALL EXCAVATORS.
 - 11.2. STAKES THAT GO THROUGH THE FLAPS WILL HOLD THE EROSION BARRIER BAGS TO SOME EXTENT, HOWEVER, OVER TIME THE FLAPS WILL FATIGUE.
 - 11.3. CONTRACTOR SHALL REFER TO GEOTECHNICAL ENGINEER TO VERIFY SLOPE STABILITY.
12. A ROW OF CEMENT BAGS SHALL BE INSTALLED AT EACH END AROUND OBSTRUCTIONS.
13. TIE-DOWN ROPE SHALL BE 3/8 INCH POLYPROPYLENE.
14. A LAYER OF SAND SHALL BE INSTALLED ON THE EROSION BARRIER BAG PRIOR TO SOD PLACEMENT.
15. DREDGING IS DEFINED AS EXCAVATION, BY ANY MEANS, IN SURFACE WATER. CONTRACTOR SHALL PROVIDE AND COORDINATE DELIVERY OF ALL EQUIPMENT NECESSARY TO COMPLETE DREDGING ACTIVITIES. DREDGING FOR SAND FILL SHALL BE CONDUCTED AT LEAST 20 FEET FROM THE SHORELINE. ALL MATERIAL USED SHALL BE CLEAN SAND, FREE OF MUCK AND CONTAMINATES. SAND MATERIAL SHALL BE TESTED PRIOR TO USE ON EMBANKMENTS. CONTRACTOR SHALL PROVIDE ALL SAND SAND MATERIAL TESTING REPORTS AND CERTIFIED QUARRY DOCUMENTATION TO THE CITY FOR REVIEW AND APPROVAL.

DATE: 07-09-25

DRAWN:



CITY OF MARGATE, FLORIDA

**EROSION BARRIER BAG
NOTES**

D-6

NOTES:

16. DIVING ACTIVITIES SHALL NOT BE ALLOWED.
17. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE PROJECT. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OF PROPERTY OR TO PROTECT PERSON OR PROPERTY FROM DAMAGE, INJURY OR LOSS, AND CONTRACTOR SHALL ERECT AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR SUCH SAFETY AND PROTECTION.
18. CONTRACTOR SHALL NOTIFY UNIT OWNERS PRIOR TO WORK WITHIN PRIVATE PROPERTY. APPROVED DOOR HANGERS AND NOTICES SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BE DISTRIBUTED BY THE CONTRACTOR.
19. CONTRACTOR SHALL ADHERE TO NPDES STORMWATER POLLUTION AND PREVENTION REQUIREMENTS. TURBIDITY BARRIERS SHALL BE INSTALLED AT ALL LOCATIONS WHERE WORK IS TAKING PLACE.
20. BARGE ACCESS IS NOT AVAILABLE IN ALL AREAS THROUGH THE CITY OF MARGATE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH CITY STAFF PRIOR TO UTILIZING THE WATERWAYS.
21. CONTRACTOR SHALL PROVIDE A MINIMUM OF FIVE YEARS WARRANTY ON ALL WORK PERFORMED WHICH SHALL COVER THE WORKMANSHIP, REPAIRS, MATERIALS, AND INSTALLATION DEFECTS.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE SOD FOR A MINIMUM OF THIRTY DAYS. FOLLOWING THIS PERIOD, THE PROPERTY OWNER SHALL RESPONSIBLE FOR MAINTAINING THE SOD IN ACCORDANCE TO THE CARE GUIDELINES PROVIDED. THE PROJECT IS NOT COMPLETE UNTIL THE WARRANTY PERIOD IS ACTIVATED.

DATE: 07-09-25

DRAWN:



CITY OF MARGATE, FLORIDA

**EROSION BARRIER BAG
NOTES**

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SAMPLE CONTRACT

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, Performance Bond, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

1.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of inconsistencies within or between parts of the Contract Documents, including the Specifications, the Contractor shall seek clarification or (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement; either or both in accordance with the Owner's Consultant's interpretation. Given dimensions shall take precedence over scaled measurements, and large scale drawings over small scale drawings. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. The Contractor must call any such conflict or discrepancy between the Contract Documents and/or between the Contract Documents and applicable standards, codes and ordinances and/or between the Contract Documents and the existing Project it discovers to the Owner's attention, in writing, prior to proceeding with the Work. Contractor shall be responsible for any and all costs associated with all code compliance requirements at time of permitting as part of the Scope of Work/Specifications, whether stated explicitly or not in the Contract Documents. Contractor must verify all grades, elevations, dimensions, locations and quantities indicated on the Contract Drawings prior to the performance of Work. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, locations and quantities. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all grades, elevations, dimensions, locations and quantities relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, locations and quantities shall be promptly rectified by the Contractor without any additional cost to the Owner. Any differences found shall be submitted to the Owner's Consultant for resolution before proceeding with the Work and in such time so as not to delay the progress of the Work. At minimum, Contractor's work must comply with Florida Building Code 2023 edition, ASME A17.1-2019, and ASME A17.3-020. Whenever a product to be furnished by Contractor requires it to be in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification or other Association Standard, including the requirement of compliance with any local certifications for products such as a Notice of Acceptance approving the product, the Contractor shall present an affidavit from the manufacturer when provided by the manufacturer and, when requested by the Owner's Consultant or Owner or as set forth in the

Specifications certifying that the product complies with the particular Standard or Specification. When provided by the manufacturer and requested by the Owner's Consultant or Owner the specified support test data shall be submitted to substantiate compliance. When Contractor does discover grades, elevations, dimensions, locations or quantities in the field which differ from those depicted in the Contract Documents and Contractor provides notice to Owner and Owner's Consultant of such information, Contractor shall be entitled to submit a Request for Change Order to Owner and Owner's Consultant to the extent that the Contract Sum, Contract Time, or both will be effected.

1.4 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal visual observations with requirements of the Contract Documents. Claims for additional costs or extensions of time because of the failure of Contractor to familiarize itself with readily visible conditions at the Project site will not be allowed. The Contractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project and surrounding areas; (2) any visible limitations as to access associated with the Project; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools and equipment; and (5) other similar issues. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

ARTICLE 2

SCOPE OF THE WORK AND WARRANTIES

2.1 CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

BID NO. 2026-001 Canal Embankment and Stormwater Infrastructure Improvements

2.2 Warranty

In addition to Contractor's Warranties, the Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents and Specifications. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence from the date of Final Completion.

2.2.1 The Contractor represents and warrants that the construction means, methods, procedures and techniques necessary to perform the Work will be consistent with and conform to: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) applicable laws, codes, orders and ordinances which bear upon the Contractor's performance of the Work.

2.2.2 Contractor represents and warrants to Owner that all labor, materials and/or services furnished, and all Work performed by the Contractor, will be free of defects for a period of one (1) year, unless otherwise provided herein for a longer period, from the date of Final Acceptance by the Owner. Such warranty shall be extended for any period during which Owner maintains an active service contract with Contractor. The Contractor represents and further warrants to perform inspections every six (6) months and to perform any required corresponding repairs in order to maintain the warranty, at no cost to Owner. These warranties are not in lieu of, but are in addition to any other warranties, express or implied, which may be provided by law and by manufacturers, Subcontractors, and suppliers. Contractor shall provide to Owner all original warranties and guarantees from all

Subcontractors, suppliers, manufacturers of equipment and materials installed in connection with the Project, together with any other warranties and guarantees required by the Contract Documents.

2.2.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence as of the date of Final Completion.

2.2.4 The Contractor shall obtain warranties, for a period of one (1) year, from all subcontractors, if any.

2.2.5 Contractor shall provide to the Owner one (1) electronic copy containing the following information:

1. All Subcontractor and manufacturers' warranties fully executed in the form approved by the Owner;
2. The Contractor's warranty;
3. A list of all Subcontractors, Sub-subcontractors and suppliers who performed work on the Project or who furnished materials for use in the Project, such list to include the name, address, telephone number and responsible person at all such entities

The delivery, endorsement or assignment of such warranties shall not release the Contractor from obligations pursuant to the Contract Documents.

2.2.6 Contractor shall perform all necessary maintenance to the work per the terms set forth in Contractor's Scope of Work.

2.2.7 The warranty obligations of this Article shall survive completion and final payment or termination of this Contract for the Work performed to the date of termination.

ARTICLE 3

CONTRACT TIME

3.1 TIME IS OF THE ESSENCE OF THIS CONTRACT. This agreement will be for an initial period of two (2) years, with the opportunity for three (3) additional one-year renewals. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments shall be completed by time stipulated in the Notice to Proceed. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies.

3.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and the A/E Professional, if any, information a Contractor's construction schedule for the Work (the "Project Schedule").

3.2.1 The Contractor shall coordinate and provide the project schedules in a manner to complete the Project in

accordance with the requirements of the Project Schedule. The Contractor shall be responsible for the timely and proper finish of the Work and shall not commence any part of it until substrates and surfaces are in proper condition to receive specified portions of the Work.

3.2.2 The Contractor shall perform the Work in strict accordance with the Owner approved Project Schedule.

3.2.3 The original construction schedule and all subsequently submitted updated construction schedules shall be in a detailed precedence-style, resource loaded critical path method (CPM) type format satisfactory to the Owner which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Contractor shall provide Owner with the original/planned, resource loaded schedule electronic files in P6 native electronic files (.xer format). Upon review and acceptance by the Owner and the Owner's Consultant of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement to be incorporated in the Contract Documents. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated one time each month to reflect actual conditions and Contractor shall provide Owner with a copy of the updated resource loaded schedule, the electronic files in P6 native electronic files (.xer format), and a list of all changes made to the schedule, at the time Contractor submits its monthly Payment Application. In the event any progress report or schedule update indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including resequencing of the Work, overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, Milestone Dates, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to properly executed written Change Order. Contractor shall maintain such progress schedule on a current basis in accordance with the provisions of this Section and shall keep proper records available to inspection by Owner to substantiate actual activity, duration and completion dates.

3.2.4 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor, in writing, to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, (3) re-sequencing the Work to avoid the effects of the potential delay; and (4) other similar measures utilizing the most cost effective and reasonable acceleration methods possible to avoid delays and liquidated damages (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall be responsible for liquidated damages for delays for failure to meet the construction schedule and to complete the Work within the Contract Time. All Extraordinary Measures required to keep the Project on schedule and to avoid delays shall be a Cost of the Work but shall not be a basis to increase the Contract Sum. Should Contractor fail to perform the Extraordinary Measures as provided herein the Owner shall give the Contractor a three (3) business day notice of default. If the Contractor does not commence and continue to correct the default as provided in this Section, then the Owner may supplement Contractor's crews, supply additional manpower, equipment and facilities, and/or other similar measures to avoid delays. Contractor shall be liable to Owner for all costs incurred by Owner pursuant to this Section. If Contractor does not perform its obligations pursuant to this Section, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost incurred pursuant to this Section. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

3.2.5 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date and/or the Substantial Completion Date set forth in the Contract Documents. Alternatively, Owner may exercise termination rights as provided for in the Contract Documents.

3.2.6 Adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused

by the Contractor, or its Subcontractors and material suppliers; (2) could not be avoided by the Contractor's timely notice to the Owner of the delay; (3) is of a duration not less than one (1) Business day; (4) impacts the critical path of the Project and (5) was reasonably mitigated by the Contractor. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to the Owner within twenty one (21) calendar days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

3.2.7 No Owner Damage for Delays. Except for delays due to the gross negligence of the Owner or active interference by the Owner, Contractor's sole and exclusive remedy for delays shall be an increase to the Contract Time. Contractor shall not be entitled to an increase in the Contract Sum or to payment of any other additional monies from Owner for costs incurred as a result of such delay. Owner's exercise of its rights under this Contract shall in no way be considered active interference.

3.2.7 No recovery for changed market conditions.

In entering into the Agreement, Contractor represents and warrants that it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events (1) COVID-19, Monkey Pox, and related worldwide pandemics ("Pandemics"); (2) the current military conflicts involving Russia and the Ukraine and Israel and Hamas (the "Military Conflicts"); and (3) the current international tariffs imposed by the United States administration (the "Tariffs"). The Contractor further represents and warrants that in entering into this Agreement, it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, including but not limited to impacts from the Pandemics, the Military Conflicts, and the Tariffs. The Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account these impacts from the Market Conditions, Pandemics, the Military Conflicts, and the Tariffs, and has included all of those factors in the Project Schedule and Contract Sum.

The Contractor will not seek any price increases or time extensions relating to or arising from any impacts from the Market Conditions, Pandemics, the Military Conflicts, and the Tariffs.

The Owner shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

3.3 Contractor shall achieve Substantial Completion of the Work as set forth in the Agreement, subject to any authorized extensions of time as recognized in properly executed change orders in accordance with the Agreement. In the event Substantial Completion is not achieved within such number of days and has not been extended by a properly executed change order, if such delay is caused by Contractor or any party for which Contractor is responsible, the Owner shall be entitled to collect liquidated damages from Contractor. Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of One Thousand and 00/100 Dollars (\$1,000.00) shall be assessed for each calendar day of delay in reaching Substantial Completion of the Work. It is hereby agreed that the amounts of the per diem assessment are not a penalty and not excessive in light of the circumstances known to the parties at the time this Contract is executed. Liquidated Damages are waived for the first thirty (30) days following the Substantial Completion deadline.

3.4 Contractor shall achieve Final Completion of the Work as set forth in the Agreement, subject to any authorized extensions of time as recognized in properly executed change orders in accordance with the Agreement. In the event Final Completion is not achieved within such number of days and has not been extended by a properly executed change order, if such delay is caused by Contractor or any party for which Contractor is responsible, the Owner shall be entitled to collect liquidated damages from Contractor. Contractor and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Five Hundred and 00/100 Dollars (\$500.00) shall be assessed for each calendar day of delay in reaching Substantial Completion of the Work. It is hereby agreed that the amounts of the per diem assessment are not a penalty and not excessive in light of the circumstances known to the parties at the

time this Contract is executed. Liquidated Damages are waived for the first thirty (30) days following the Final Completion deadline.

3.5 The above liquidated damage provisions shall not effect Owner's right to terminate this Agreement as provided in this Agreement nor shall it limit any of the other remedies as provided in the Contract Documents. The Owner's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner's option may be deducted from payments that may be due and owing to Contractor.

ARTICLE 4

CONTRACT SUM

4.1 CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK subject to additions and deductions by Change Order as provided in this Agreement. Amounts billed for services shall be in accordance with proposals for each project and based upon CONTRACTOR'S scheduled rates for services as submitted for BID 2026-001; which are as follows:

(INSERT SCHEDULE OF BID PRICES)

4.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents. Once agreed terms have been reached, the Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, or order for a minor change in the Work.

All Claims arising out of or relating to a Change Order shall be deemed waived unless expressly reserved in such Change Order.

Agreement on any Change Order shall constitute a final settlement of all matters which the Contractor knew or should have known relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and all adjustments to the Contract Sum and Contract Time.

ARTICLE 5

PAYMENT

5.1 The CONTRACTOR shall requisition in writing payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 45 calendar days after its approval of each payment application.

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

- a. Defective work not remedied promptly.
- b. Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the CITY or to another contractor not remedied promptly.

- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.3 No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

7.4 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

7.5 This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

7.6 THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7.7 PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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.
- c. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **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:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

7.8 SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

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

.1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

.2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida

Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

7.8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

7.8.3 The City reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.9 E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

ARTICLE 8 **CLAIMS AND DISPUTES**

8.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Agreement. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the

Claim. This Article does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

8.1.2 Written Notice of Claims

Claims by either the Owner or Contractor shall be initiated by written notice to the other party with a copy sent to the Initial Decision Maker. Claims by either party under this Section shall be initiated within seven (7) calendar days after occurrence of the event giving rise to such Claim or within seven (7) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

8.1.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

8.2 Initial Decision

8.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Owner's A&E Professional will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. An initial decision shall be required as a condition precedent to mediation of any Claim. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Contractor must continue with its Work when a Claim is pending before the Initial Decision Maker.

8.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

8.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.

8.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

8.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall not be final or binding on the parties.

8.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 7.3, within thirty (30) days from the date of an initial decision.

8.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

8.3 Mediation

8.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

8.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation.

8.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.4 Litigation

8.4.1 Litigation of Claims, disputes or other matters in question between the Owner and Contractor arising out of or relating to this Contract or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the Florida state courts of the county in which the Project is located. Contractor and Owner consent to the venue of the Florida state courts of the county in which the Project is located, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis.

8.4.2 In the event of any litigation arising out of or relating to this Agreement or the Contract Documents, the prevailing party shall recover from the non-prevailing party, all reasonable attorney's fees, paralegal fees and Court costs incurred by the prevailing party, as set forth in greater detail in Section 7.7 of the Agreement.

8.5 Venue

The venue for any Claim arising out of or related to this Agreement shall be in a state court in the jurisdiction where the Project is located.

8.6 Governing Law

The Contract shall be governed by the law of the state in which the Project is located without regard to conflicts of law provisions.

8.7.1 Prevailing Party

In the event that any litigation arises out of or under this Agreement, then the prevailing party in such litigation shall be entitled to recover the cost of such action including but not limited to reasonable attorneys' fees, paralegal fees and all fees and costs related to electronically stored information in discovery, for all trial and appellate levels. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the Contract Documents, including without limitation, (i) the enforcement or interpretation of a party's rights or obligations under the Contract Documents (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under the Contract Documents, the successful or prevailing party, as determined by the court, shall be entitled to recover from the losing party, as determined by the court, reasonable attorneys' fees, paralegal fees, and disbursements (including disbursements which would not otherwise be taxable as cost in the proceeding) and expert witness fees. All references in the Contract Documents to attorneys' fees shall be deemed to include all attorney and paralegal fees as well as through all post-judgment and appellate levels and in connection with collection, and bankruptcy proceedings.

8.7.2 In addition to the above, the prevailing party shall be entitled to recover from the non-prevailing party, all litigation costs associated with discovery, processing, management, hosting, and production of Electronically Stored Information ("ESI").

8.8 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 9

TERMINATION AND SUSPENSION

9.1 Termination or Suspension by the Contractor

If the Work is stopped for a period of sixty (60) consecutive days through no fault of the Contractor, its subcontractors, or any person/entity for whom Contractor is responsible, the Contractor may, upon fourteen (14) additional days' written notice to the Owner suspend or upon thirty (30) additional days' written notice to Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit on work performed, and costs incurred by reason of such termination. Contractor shall have no claim for profit or overhead on Work not performed.

9.2 Termination by the Owner for Cause

9.2.1 The Owner may terminate the Contract if the Contractor

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. admits in writing its inability to pay its debts generally as they become due, or if the Contractor makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency;
5. submits an Application for Payment, sworn statement, waiver of lien, affidavit or document that is intentionally falsely filed;
6. has a construction lien filed against any part of the Work or the site of the project for work performed under the Agreement for which the Contractor has been paid by the Owner and not promptly bonded or insured over by the Contractor;

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

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

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Cale Curtis, City Manager

____ day of _____, 20__

____ day of _____, 20__

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

____ day of _____, 20__

____ day of _____, 20__

FOR CONTRACTOR

FOR CORPORATION:

President (signature)

(Print Name)

____ day of _____, 20____

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____