



**INVITATION TO BID (ITB)
BID # FY 2017-2018-CRA002**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
(FDEM) GRANT
RESIDENTIAL WIND MITIGATION
RETROFIT IMPROVEMENTS**

**PREPARED BY:
HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY (HBCRA)
AND
PROCUREMENT DEPARTMENT**

TABLE OF CONTENTS	PAGE NO.
<u>COVER PAGE</u>	<u>1</u>
<u>TABLE OF CONTENTS</u>	<u>2</u>
<u>SCOPE OF WORK</u>	<u>3-5</u>
<u>MINIMUM QUALIFICATION REQUIREMENTS</u>	<u>5-9</u>
<u>BACKGROUND INFORMATION ON CITY</u>	<u>10</u>
<u>BACKGROUND INFORMATION ON CRA</u>	<u>10</u>
<u>BID PRICE SHEET</u>	<u>11-20</u>
<u>REFERENCES</u>	<u>21</u>
<u>DEFINITIONS</u>	<u>21-22</u>
<u>CONTRACT TERMS</u>	<u>23</u>
<u>CONTRACT TIME</u>	<u>23</u>
<u>CONFLICT OF INTEREST</u>	<u>23</u>
<u>INSTRUCTIONS FOR SUBMITTAL OF RESPONSES</u>	<u>24</u>
<u>BID SUBMITTAL FORMAT</u>	<u>24</u>
<u>SUBMITTAL DUE DATE</u>	<u>25</u>
<u>MANDATORY PRE-BID CONFERENCE</u>	<u>25</u>
<u>LAST DAY FOR QUESTIONS</u>	<u>26</u>
<u>TENTATIVE SCHEDULE</u>	<u>26</u>
<u>QUESTIONS REGARDING BID</u>	<u>26</u>
<u>FORMS</u>	<u>27-41</u>
<u>AGREEMENT</u>	<u>41-56</u>
<u>GENERAL TERMS AND CONDITIONS</u>	<u>57-67</u>
EXHIBITS A - I ASSESSMENTS AND REPORTS	

SCOPE OF WORK:

PURPOSE

The Hallandale Beach Community Redevelopment Agency (CRA) has been awarded a Residential Construction Mitigation Grant from the State of Florida Division of Emergency Management (FDEM) for improvements on residential properties to reduce the risk of damage during and after a disaster.

The CRA is looking to engage a General Contractor to perform improvement work relative to the scope of work on nine (9) selected residential units in accordance with the State and Building Code requirements. The improvement costs as detailed in the Scope of Work will be covered by the grant funding awarded to the CRA.

The completion date of all improvement work on all nine (9) of the residential units must be completed by May 31, 2018. Firms must be able to meet the schedule for completion of work by May 31, 2018.

This Project is a State Funded Grant Project, State of Florida, Division of Emergency Management. All work provided by Contractors as a result of award of this Bid must be done in compliance with Florida Building Code and Florida Statute 553.844.

In accordance with the grant guidelines, the following Firms are excluded from bidding on this Project due to their involvement in the creation of the scope of work:

- Claro Corp.
- YAPI Group, Inc.

BID DOCUMENTS

This Bid is composed of the following items and Exhibits which all Firm's must review prior to submittal of your Firm's response.

- Bid Document
- Exhibit A – 408 NW 3rd Avenue - Assessments and Reports
- Exhibit B – 408 SW 4th Terrace - Assessments and Reports
- Exhibit C – 505 NW 10th Street - Assessments and Reports
- Exhibit D – 609 SW 3rd Avenue - Assessments and Reports
- Exhibit E – 819 NE 2nd Court - Assessments and Reports
- Exhibit F – 825 NE 3rd Street - Assessments and Reports

-
- Exhibit G – 925 NE 6th Street – Assessments and Reports
 - Exhibit H – 1008 NE 4th Street - Assessments and Reports
 - Exhibit I – 1009 SW 7th Terrace - Assessments and Reports

All proposals must be submitted in accordance with the BID document. The BID document is available online at www.cohb.org/solicitations.

Minimum Qualification Requirements – MQRs:

This Bid contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order for the Firm's response to be considered responsive. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this BID.**

Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.

Tax Savings Direct Purchases (TSDP):

The City of Hallandale Beach/CRA is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City/CRA will be realizing savings of sales tax on selected material and equipment needed for use in this Project. The City/CRA will include this Bid/Project in its TSDP and the Contractor agrees to administer it.

Administrative costs incurred by the Contractor administering the purchases in the name of the City/CRA will be considered to be included in the Bid Price Sheet. No addition shall be added to the Agreement amount because of the service provided by the Contractor in the purchase of property, materials, etc., in the name of the City/CRA. All sales and use tax savings of purchase of property, materials, etc., shall be credited to the City/CRA and the amount of the Agreement will be reduced in the full amount of savings which are affected by the omission of payment of sales and use taxes.

Permits:

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. The licenses, permits and fees applicable to this project are within the link found below and must be obtained and/or paid by the awarded Contractor. The successful Contractor is responsible to identify and obtain all applicable licenses, permit and pay all such related fees. The costs of all licenses, permits and their respective fees applicable to this project are to be secured and paid for by the Contractor.

<http://cohb.org/DocumentCenter/View/16099>

As per Code of Federal Regulations Section 200.319 (b) no local vendor preference may be utilized for this Bid.

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

This Bid contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order for the Firm's response to be considered responsive. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this Bid.**

Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.

All Firms that are submitting a response to this BID, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal.

All Firm(s) named and providing work under your Firm's submission must submit all forms requested in the [Forms Section](#).

All proposals must be submitted in accordance with the BID document which may be obtained online at www.cohb.org/solicitations

The Firm awarded the contract will be required to maintain the Minimum Qualification Requirements #1 and #2 during the term of the contract and any contract renewals.

All Minimum Qualification Requirements (MQRs) must be submitted with your Firm's response.

Minimum Qualification Requirement # 1: Years in Business- Sunbiz:

Proposer must be incorporated through Sunbiz with a status of "Active". Provide a copy of your Firm's Sunbiz with your response showing a date filed of **2012** or earlier.

Minimum Qualification Requirement # 2: Licenses

Proposer must be licensed as a Certified General Contractor issued by the State of Florida Department of Business and Professional Regulation <http://www.myfloridalicense.com/dpr/>.

Proposer must provide copies of all applicable licenses with their response.

Minimum Qualification Requirement (MQR) # 3: Minimum Completed Number of Projects within Number of Years

Proposer must have completed three (3) Projects of similar size and scope as General Contractor within the past five (5) years, 2012-2017 as referenced in this Bid. Proof of these must be provided by completing the charts below:

Firm must provide three (3) references for the MQR project listed below in accordance with the [Reference Section](#).

Firm must provide the previous Project information being requested through MQR #3 on the [Reference Check Form](#). The Minimum Completed Number of Projects within Number of Years MQR #3 must be the same Projects as the References requested on the [Reference Check Form](#). See [Reference Section](#).

Your Firm must provide the information for MQR #3 on the following charts

Name of Project # 1:	
Name of the Firm that was awarded the Contract:	
Budget for the Project:	
Final construction budget:	
Total amount of approved change orders added to the Project:	
Explain in detail all the services that the awarded Firm performed:	
Was your Firm the General Contractor awarded the Contract for this Project:	
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
Date when Project started:	
Date when Project was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Provide detailed information about the scope of work your Firm provided during this project and such must be similar and address the scope of work as required and addressed in this Bid:	

Name of Project #2:	
Name of the Firm that was awarded the Contract:	
Budget for the Project:	
Final construction budget:	
Total amount of approved change orders added to the Project:	
Explain in detail all the services that the awarded Firm performed:	
Was your Firm the General Contractor awarded the Contract for this Project:	
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
Date when Project started:	
Date when Project was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Provide detailed information about the scope of work your Firm provided during this project and such must be similar and address the scope of work as required and addressed in this Bid:	

Name of Project #3:	
Name of the Firm that was awarded the Contract:	
Budget for the Project:	
Final construction budget:	
Total amount of approved change orders added to the Project:	
Explain in detail all the services that the awarded Firm performed:	
Was your Firm the General Contractor awarded the Contract for this Project:	
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
Date when Project started:	
Date when Project was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Provide detailed information about the scope of work your Firm provided during this project and such must be similar and address the scope of work as required and addressed in this Bid:	

BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000 off –season with an increase in population to approximately 50,000 during season. The City’s fiscal year begins October 1 and ends September 30.

The City provides the following services to its residents:

- Police, Fire and Rescue;
- Construction and maintenance of streets, bridges, sidewalks, storm drainage, parks, community and recreational facilities;
- City planning, zoning, subdivision and building code regulation and enforcement;
- Supervised recreation programs;
- Redevelopment of commercial and residential neighborhoods; and
- Water, Sewer, Sanitation and municipal cemetery services.

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five elected officials: a Mayor, a Vice-Mayor and three Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

BACKGROUND INFORMATION FOR CRA:

The Hallandale Beach Community Redevelopment Agency (CRA) was created in 1996 to redevelop and improve the City of Hallandale Beach (City’s) overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the North by Pembroke Road, to the South by the Dade-Broward County line, to the West by interstate 95 and to the East by NE 14th Avenue and the 14th Avenue Canal.

CRA is bound by Florida Statutes Chapter 163, Part III, and Resolution No. 2012-05.

BID PRICE SHEET:

Firms must use the BID Price Sheet below to submit your Firm’s price for this Project.

Firms shall hold the Bid prices Firm throughout the Contract period. Firms guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

The CRA reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below. Determination of award of contract will be based on availability of budget.

Not applicable or “N/A” is not acceptable and will cause your Firm’s response to be determined non-responsive.

An authorized officer of the Firm per the Firms Sunbiz, must sign the Bid Price Sheet. The award will be to the lowest responsive responsible bidder for Total Bid Amount.

All Firms must complete the Bid Price Sheet for the nine (9) residential properties.

Firms must complete the Summary of Projects Bid Price Sheet.

Any discrepancies found in the quantities of the Assessments and Reports follow that of the Add Alternate and Unit Pricing Bid Price Sheet.

The CRA may or may not award the items from the Add Alternate and Unit Pricing for this Project.

The award of Contract will be based on the Total Amount of Bid.

408 NW 3 rd AVENUE, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Bid Total
1	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	3	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 24"	2	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 72"	1	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 72"	2	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 60"	3	
6	Removal of awnings as required	1	

7	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	2	
8	Trash removal from the subject site with dumpster	1	
9	TOTAL BID AMOUNT \$		

ADD ALTERNATES AND UNIT PRICING - 408 NW 3rd AVENUE, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total Bid
10	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
11	Remove Existing Garage Door and Frame, prep opening as required, Furnish and Install Replacement 1 Car Garage Door (Miami Dade NOA)	LS	
12	Furnish and Install Hurricane Roof Clips / Straps	EA	
13	Pressure Treated Fascia Boards	LF	
14	Remove / replace gable end vents	LF	
15	Foreman Hourly Rate with burden included	Hour	
16	Carpenter Hourly Rate with burden included	Hour	
17	Laborer Hourly Rate with burden included	Hour	

408 SW 4th TERRACE, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total
1	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	1	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 48"	1	
3	Trash removal from the subject site	1	
4	TOTAL BID AMOUNT \$		

ADD ALTERNATES AND UNIT PRICING - 408 SW 4TH TERRACE, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
5	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
6	Foreman Hourly Rate with burden included	Hour	
7	Carpenter Hourly Rate with burden included	Hour	
8	Laborer Hourly Rate with burden included	Hour	

505 NW 10 th STREET HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total
1	Complete roof tear-off and replacement including flashing, fascia boards and vents	1	
2	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	2	
3	Trash removal from the subject site with dumpster	1	
4	TOTAL BID AMOUNT		\$

ADD ALTERNATES AND UNIT PRICING – 505 NW 10 th STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
5	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
6	Remove Existing Garage Door and Frame, prep opening as required, Furnish and Install Replacement 1 Car Garage Door (Miami Dade NOA)	LS	
7	Furnish and Install Hurricane Roof Clips / Straps	EA	
8	Pressure Treated Fascia Boards	LF	
9	Remove / replace gable end vents	LF	
10	Foreman Hourly Rate with burden included	Hour	
11	Carpenter Hourly Rate with burden included	Hour	
12	Laborer Hourly Rate with burden included	Hour	

609 SW 3RD AVENUE, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total Bid
1	Complete roof tear-off and replacement including flashing, fascia boards and vents	1	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 48"	3	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 36"	2	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 72"	2	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 72"	1	
6	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 18" X 36"	1	
7	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 60" X 84"	1	
8	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 60"	2	
9	Replacement of three skylights on the flat built up modified roof surface	3	
10	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door	1	
11	Trash removal from the subject site	1	
12	TOTAL BID AMOUNT \$		

ADD ALTERNATES AND UNIT PRICING – 609 SW 3rd AVENUE, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
13	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
14	Furnish and Install Hurricane Roof Clips / Straps	EA	
15	Pressure Treated Fascia Boards	LF	
16	Remove / replace gable end vents	LF	
17	Foreman Hourly Rate with burden included	Hour	
18	Carpenter Hourly Rate with burden included	Hour	
19	Laborer Hourly Rate with burden included	Hour	

819 NE 2nd Court Hallandale Beach, FL 33009			
Item #	Description	Quantity	Total
1	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	1	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 36"	1	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 12" X 16"	1	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 60" X 72"	1	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 108"	1	
6	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 48"	4	
7	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	3	
8	Trash removal from the subject site	1	
9	TOTAL BID AMOUNT		\$

ADD ALTERNATES AND UNIT PRICING – 819 NE 2nd COURT, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
10	Plywood Roof Decking Replacement 5/8" CDX with 8d ring	SF	
11	Furnish and Install Hurricane Roof Clips / Straps	EA	
12	Pressure Treated Fascia Boards	LF	
13	Foreman Hourly Rate with burden included	Hour	
14	Carpenter Hourly Rate with burden included	Hour	
15	Laborer Hourly Rate with burden included	Hour	

825 NE 3rd Street, Hallandale Beach, FL 33009			
Item #	Description	Quantity	Total
1	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	4	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 36"	1	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 48"	4	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 60" X 144"	1	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 108"	1	
6	Removal of awnings as required	1	
7	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	2	
8	Trash removal from the subject site with dumpster	1	
9		TOTAL BID AMOUNT	\$

ADD ALTERNATES AND UNIT PRICING – 825 NE 3rd STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
10	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank	SF	
12	Furnish and Install Hurricane Roof Clips / Straps	EA	
13	Pressure Treated Fascia Boards	LF	
14	Foreman Hourly Rate with burden included	Hour	
15	Carpenter Hourly Rate with burden included	Hour	
16	Laborer Hourly Rate with burden included	Hour	

925 NE 6TH STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total
1	Repair of existing damaged roof cover materials	1	
2	Repair of main roof damaged/broken tiles	1	
3	Replacement of existing skylight and replace with new sky light (large	1	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 24"	1	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size:	1	
6	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior	3	
7	Trash removal from the subject site	1	
8	TOTAL BID AMOUNT		\$

ADD ALTERNATES AND UNIT PRICING - 925 NE 6th STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
9	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
11	Furnish and Install Hurricane Roof Clips / Straps	EA	
12	Pressure Treated Fascia Boards	LF	
13	Remove / replace gable end vents	LF	
14	Foreman Hourly Rate with burden included	Hour	
15	Carpenter Hourly Rate with burden included	Hour	
16	Laborer Hourly Rate with burden included	Hour	

1008 NE 4TH STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total
1	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	2	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 96" X 80"	6	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 72"	2	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 72"	1	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 48"	4	
6	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	2	
7	Trash removal from the subject site	1	
8	TOTAL BID AMOUNT		\$

ADD ALTERNATES AND UNIT PRICING – 1008 NE 4th STREET, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
9	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail spacing per Bldg. Code	SF	
10	Remove Existing Garage Door and Frame, prep opening as required, Furnish and Install Replacement 2 Car Garage Door (Miami Dade NOA)	LS	
13	Foreman Hourly Rate with burden included	Hour	
14	Carpenter Hourly Rate with burden included	Hour	
15	Laborer Hourly Rate with burden included	Hour	

1009 SW 7th TERRACE, HALLANDALE BEACH, FL 33009			
Item #	Description	Quantity	Total
1	Complete roof tear-off and replacement including flashing, fascia boards and vents	1	
2	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 48"	3	
3	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 36"	2	
4	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 36"	1	
5	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 72"	1	
6	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 24" X 24"	1	
7	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 60" X 72"	1	
8	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 48" X 96"	2	
9	Furnish and Install Accordion storm shutters at glazed window openings, approximate window size: 36" X 60"	2	
10	Remove Existing Door and Frame, prep opening as required, Furnish and Install Non-glazed standard storm protected exterior door and frame (Large Missile Impact), approximate door size 36" x 80"	2	
11	Trash removal from the subject site	1	
12	TOTAL BID AMOUNT		\$

ADD ALTERNATES AND UNIT PRICING – 1009 SW 7th TERRACE, HALLANDALE BEACH, FL 33009			
Item #	Description	Unit	Total
13	Plywood Roof Decking Replacement 5/8" CDX with 8d ring shank nail	SF	
14	Remove Existing Garage Door and Frame, prep opening as required,	LS	
15	Furnish and Install Hurricane Roof Clips / Straps	EA	
16	Remove / replace treated fascia boards	LF	
17	Remove / replace gable end vents	LF	
18	Foreman Hourly Rate with burden included	Hour	
19	Carpenter Hourly Rate with burden included	Hour	
20	Laborer Hourly Rate with burden included	Hour	

Firms must complete the following:

SUMMARY OF PROJECTS BID PRICE SHEET		
PROJECT NUMBER	DESCRIPTION	TOTAL
1	408 NW 3rd Avenue	\$
2	408 SW 4th Terrace	\$
3	505 NW 10th Street	\$
4	609 SW 3rd Avenue	\$
5	819 NE 2nd Court	\$
6	825 NE 3rd Street	\$
7	925 NE 6th Street	\$
8	1008 NE 4th Street	\$
9	1009 SW 7th Terrace	\$
	TOTAL BID AMOUNT	\$

I, _____, _____
 Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
 Name of Firm as it appears on Sunbiz and/or legal documentation

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

 Signature of Authorized Officer per Sunbiz

 Print Name and Title

REFERENCE SECTION:

References are required as a component of due diligence to determine the capability of Firms to be able to perform the requirements of the project. Firms must provide a verifiable reference for each Project requested in [Minimum Qualification Requirement \(MQR\) #3](#).

Your Firm must send and obtain a completed [Reference Check Form](#) for each of your Firm's three (3) references. Your Firm must include the completed Reference Check Forms within your Firm's Proposal on the USB drive.

Do not provide more or less than three (3) references.

The City will send the references a request for verification via email within no later than two (2) business days from receipt of proposals. If the reference is not available or unable to respond within two (2) business days from email request, the reference shall not be considered valid. This will cause your Firm to lose points awarded for this criterion. Therefore, please make sure that the references listed in your Firm's response are aware that they will be receiving a verification of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.

DEFINITIONS

"Addenda or Addendum" means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of RFP/bids or proposals

"Award" means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission/Board of Directors must approve all awards over the purchasing authority of the City Manager/CRA Executive Director, except for emergency purchases.

"Bidder" means any individual, Firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

"Bid Prices" A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.

"Bond" means a bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate

of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of "A" or better, "Class V".

"City" the City of Hallandale Beach (COHB) or the City Commission, a municipal corporation of the State of Florida.

"CRA" means the Hallandale Beach Community Redevelopment Agency, a public body corporate and political. May be used interchangeably with HBCRA.

"CRA Project Manager" means the CRA representative duly authorized by the City Manager/ CRA Executive Director to provide direction to the Contractor/Consultant regarding services provided pursuant to this BID and the Contract.

"Contract" and "Contract Documents" means the Agreement for this Project to be entered between the City/CRA and the Successful Proposer/Contractor/Consultant.

"Contractor" the individual(s) or Firm(s) to whom the award is made and who executes the Contract Documents.

"Contract Time" means the original time between commencement and completion, including any milestone dates thereof, established, as may be amended by Change Order.

"CRA" the Hallandale Beach Community Redevelopment Agency, a public body corporate and political. May be used interchangeably with HBCRA.

"Notice to Proceed" means the written notice given by the City/CRA to the Contractor /Consultant of the date and time for work to start.

"Proposal or Proposal Responses" means the proposal/response or submission submitted by a Proposer.

"Proposer" means one who submits a Proposal in response to a solicitation. The terms "Proposer" and "Bidder" are used interchangeably and have the same meaning.

"Proposal Documents" the Request for Proposals/ Invitation to Bid, Instructions to Proposers, Technical specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

CONTRACT TERMS

The term of the Agreement shall be concurrent with the construction of the Project.

Contract may be cancelled by the CRA within thirty (30) days with a written notice by the Hallandale Beach Community Redevelopment Agency/City of Hallandale Beach.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the CRA.

The submittal responses shall be valid until City Commission/ CRA Board of Directors awards a Contract as a result of this Bid. CRA reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach CRA reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City/CRA. The City/CRA further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

CONTRACT TIME

The CRA Project Manager will coordinate the contract start time through the Notice to Proceed. **All work for this project must be completed and final by May 31, 2018.**

The CRA Board of Directors will award the contract to the lowest responsive, responsible Firm. Should the awarded Firm be unable to perform and provide the services stipulated in the Bid and agreement, CRA reserves the right to move forward with the award of the contract to the 2nd lowest responsive and responsible Firm.

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement Questionnaire provided in the [Form's Section](#). Pursuant to the City of Hallandale Beach Standards of Ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

<http://fiche.hallandalebeach.org/WebLink/0/doc/5274/Page1.aspx>

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses on a Universal Serial Bus (USB) drive only. Provide one (1) USB drive with your firm's submittal.

The files on the USB drive must be in a searchable adobe format (.pdf file). No other form of submission is acceptable, including hardcopy (paper), CDs, e-mail, etc.

Firm must make sure that the pdf files provided are searchable prior to submission. Do not place a password on the USB drive.

Section below, Bid Submittal Format, outlines the format to be followed for responses to this BID.

BID SUBMITTAL FORMAT

Items 1-5 represent the format which Firms must follow when submitting responses to the Bid.

1. Title Page :

Provide the Bid # and title, the Firm(s) name(s); the name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided as the contact and will be contacted by the City/CRA. If the proposed submittal is made up of more than one (1) Firm, provide only one (1) contact person for the entire response.

2. Bid Price Sheets and Summary of Projects Price Sheet

3. Minimum Qualification Requirements (MQRs)

4. Exhibit II - Required Forms

- a. Proposal Submitted by Form
- b. Variance Form
- c. Legal Proceedings Form with all applicable attachments
- d. Public Entity Crime Form
- e. Domestic Partnership Certification Form
- f. Conflict of Interest Notification Requirement Questionnaire
- g. Drug Free Workplace Form
- h. Reference Check Form
- i. All Addenda

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: MARCH 19, 2018 NO LATER THAN 11:00AM.

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK – 2nd FLOOR EXECUTIVE OFFICES
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2017-2018-CRA002
FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) GRANT
RESIDENTIAL WIND MITIGATION RETROFIT IMPROVEMENTS

LATE PROPOSALS WILL NOT BE ACCEPTED

MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT:

For this Bid the City/CRA is holding a Mandatory Pre-Proposal Conference and Site Visit. The Pre-Proposal Conference is held to explain in detail the Bid documents, which make up the Bid for this project. The Pre-Proposal Conference presents the opportunity for firms to clarify anything within the Bid and to ask questions directly to City/CRA Staff.

In order for your Firm's proposal to be accepted a representative from your Firm must attend the Mandatory Pre-Proposal Conference and sign in for your Firm.

The Mandatory Pre-Proposal Conference will be held **March 9, 2018 at 11:00 am**, City of Hallandale Beach, 400 South Federal Highway in Commission Chambers.

All documents for this Bid are found on the City's website at www.cohb.org/solicitations

MANDATORY SITE INSPECTION

The Mandatory Site Inspection will be held immediately following the Mandatory Pre-Proposal Conference. **No questions will be answered during the site visit. Any questions must be provided in writing to email below.**

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to csmith@cohb.org no later than **March 12, 2018 at 11:00 am.**

Answers to questions received before the deadline will be released via addendum.

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID DOCUMENT RELEASED	MARCH 5, 2018
MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION	MARCH 9, 2018 11:00 AM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN MARCH 12, 2018 BY NO LATER THAN 11:00 AM
BID DEADLINE FOR RECEIPT OF PROPOSALS	<u>MARCH 19, 2018</u> <u>BY NO LATER THAN 11:00 AM</u>
CONTRACT AWARD BY CRA BOARD OF DIRECTORS – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – NOTICE TO PROCEED ESTIMATED	TO BE DETERMINED

QUESTIONS REGARDING BID

For information pertaining to this Bid, contact Carolyn Allen-Smith at the Procurement Department (954) 457-3073 or via email csmith@cohb.org. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum. City's website, www.cohb.org/solicitations.

FIRMS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE BIDDER HAS A COMPLETE BID PACKAGE, INCLUDING ANY ADDENDUM.

FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL FORMS WITH
THE FIRM'S SUBMITTAL.**

**ALL FIRMS THAT ARE SUBMITTING A RESPONSE TO THIS BID, EITHER
THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL,
ETC. MUST SIGN
AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS BID**

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If you're Firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to procurement_department@cohb.org.

HAVE RECEIVED THE BID

(COMPANY NAME)

UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:	
CITY OF HALLANDALE BEACH	
PROCUREMENT DEPARTMENT	
400 SOUTH FEDERAL HIGHWAY, ROOM 242	
HALLANDALE BEACH, FL 33009	
TITLED: BID # FY 2017-2018-CRA002	
FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) GRANT	
RESIDENTIAL WIND MITIGATION RETROFIT IMPROVEMENTS	

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF BID:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY AUTHORIZED OFFICER PER SUNBIZ:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the BID.

PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“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 Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2018

Domestic Partnership Certification Form
--

This form must be completed and submitted with your Firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - The Firm's price for the contract term awarded is \$50,000 or less.
 - The Firm employs less than five (5) employees.
 - The Firm does not provide benefits to employees' spouses nor spouse's dependents.
 - The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - The Firm is a government entity.
 - The contract is for the sale or lease of property.

- The covered contract is necessary to respond to an emergency.
- The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____, _____
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this BID.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after 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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

DATE:		BIDDER'S SIGNATURE:
-------	--	---------------------

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with the submittal of the Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the project's Agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original Agreement price and any additions, thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement. For purposes of this certificate, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Print Firm's Name

Authorized Officer of the Firm listed on Sunbiz' Signature

Print Name of Authorized Officer of the Firm Executing Above

Date

REFERENCE CHECK FORM

BID # FY 2017-2018-CRA002 FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) GRANT RESIDENTIAL WIND MITIGATION RETROFIT IMPROVEMENTS
PROPOSING FIRM'S NAME(S) :
PROJECT NAME:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:

Name of reference:		Phone:	
Title of reference:		E-mail Address:	
Company/Employer:			

Please answer the following questions regarding services provided by the proposer named above.

<p>1. Provide detail information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?</p>

2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

4. Provide detail information about the Firm's success at minimizing any issues.

ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____

AGREEMENT

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

CONTRACTOR'S AGREEMENT

THIS CONTRACTOR'S AGREEMENT ("Agreement") is made and entered into as of _____, 2018 ("Effective Date"), by and among _____ having an address at _____ (the "Owner"); having an address at _____ (the "Contractor"); and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33309 (the "CRA").

RECITALS

1. Owner desires to engage the services of the Contractor as a general contractor to perform the Work (as defined below) on Owner's single-family residence on the Property (as defined below) pursuant to the Contract Documents (as defined below).
2. Contractor desires to perform the Work as general contractor for the Owner pursuant to the terms of this Agreement.
3. The funds for the Work are being disbursed to the Contractor by the CRA from a grant received by the CRA from the State of Florida (the "Grant") in conjunction with the CRA's Residential Construction Mitigation Program (the "Program") administered by the CRA, subject to the terms and conditions of that certain application by the Owner to the CRA (the "Application").
4. Contractor was selected by the CRA to be the contractor for the Program pursuant to that certain Invitation to Bid (ITB) **Bid # FY 2017-2018-CRA002 FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) GRANT RESIDENTIAL WIND MITIGATION RETROFIT IMPROVEMENTS** (the "ITB") in connection with the implementation of the Program as set forth therein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Owner and Contractor agree as follows:

Section 1. DEFINITIONS. In addition to the terms defined throughout this Agreement, whenever the following terms are used in this Agreement or in the other Contract Documents, they shall have the following meanings:

1.1 Contract Documents. The Contract Documents consist of this Agreement, Contractor's bid and specifications attached as Exhibit "A" (the "Bid Specifications"), the Scope of Work and Specifications attached as Exhibit "B" (the "Scope of Work"), the ITB, schedules, exhibits and amendments hereto, the Plans and Specifications, all Change Orders and addenda, if any, bidding requirements, advertisements or invitation to bid, instructions to bidders, sample forms or portions of addenda relating to bidding requirements. Without limiting the foregoing, all terms and conditions set forth in the ITB are incorporated into this Agreement as if fully set forth herein.

1.2 Plans and Specifications. If applicable, the plans and specifications for the Work prepared by _____ under Job No. _____ dated _____ consisting of Sheets _____ identifying the design, location, dimensions and specifications of the Work, which may include construction plans and specifications, elevations, sections, details, schedules and diagrams.

1.3 Project. The entire construction of the Work and the performance by Contractor of its obligations as provided in the Contract Documents.

1.4 Property. The real property constituting the site for the Project with the following address: _____, Hallandale Beach, Florida 33309.

1.5 Subcontractor. An individual or entity (other than the Contractor) having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work or the provision of materials in connection with the Project.

1.6 Work. Any and all obligations, duties and responsibilities necessary for the successful performance and completion of the work under the Contract Documents including all work set forth in the Plans and Specifications and inferable there from. Without limiting the foregoing the Work generally includes all labor and materials necessary for the performance and completion thereof.

Section 2. GENERAL. The parties acknowledge and agree that the Project is being funded by the Grant and performed in conjunction with the Program administered by the CRA. The parties further acknowledge and agree that Project is subject to the terms and conditions of the Program including, but not limited to, the Application, Grant Agreement and Program Guidelines, as well as all applicable laws, statutes, resolutions, rules and regulations applicable to the Program. The CRA will assist with the implementation of the Project pursuant to the Program, which may include, but not limited to, (a) coordinating competitive bidding for the Project, (b) assisting the Owner in the control, supervision and direction of the Work to be performed under this Agreement and (c) inspecting the Work during construction to assure that the Work is

progressing in a timely manner and that it is being carried out in accordance with this terms and conditions of this Agreement. Owner and Contractor agree to cooperate with the CRA in connection with the foregoing including the CRA and its representatives access to the Property

Section 3. THE WORK. The Contractor shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. The Contractor represents that it has carefully examined the Plans and Specifications, if applicable, the Property and the Rehabilitation Bid Specifications for the Work to be performed, that it has made investigations essential to a full understanding of any difficulties which it may encounter and that it has the experience and necessary personnel, equipment and material at its disposal to complete the Work as required by the Contract Documents. Contractor shall promptly notify the Owner and CRA of any ambiguity, inconsistency or error, which it may discover upon examination of the Contract Documents or of the Property and local conditions. Execution of this Agreement shall constitute acceptance by the Contractor of existing site conditions as a part of the requirements for this Work. Contractor has specifically examined the existing construction at the Property and affirms that it is fit to receive Contractor's Work, except as to concealed or unknown conditions. Contractor shall maintain As-Built Drawings at the Property marked up to record all changes and modifications to the Work as constructed. These As-Built Drawings shall provide as much accuracy as possible, and submission of same to Owner shall be a condition precedent to Final Payment. Contractor agrees to only perform the Work on the Property as set forth in this Agreement, and the Contractor shall not perform any additional work on the Property at the request of Owner or otherwise.

Section 4. CHANGES IN THE WORK. Neither the Owner nor the Contractor shall be permitted to make any changes in the nature of additions, deletions, or modifications to the Plans and Specifications and/or Bid Specifications during construction without the prior written consent of the CRA in each instance, which consent may be withheld by the CRA in its sole discretion. Any such permitted changes shall be described in a written "Change Order," to include any additions or deductions to the Lump Sum (as defined below) and Substantial Completion Date.

Section 5. DUTIES AND RIGHTS OF CONTRACTOR.

5.1 The Contractor shall be solely responsible for all Work under this Agreement including, but not limited to, the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability. Contractor hereby represent and warrants to the Owner and the CRA that it possesses (a) the skills necessary to perform the Work as required by this Agreement and (b) all necessary licenses required by law to perform the Work as a general contractor including, but not limited to, a General Contractor's License issued by the State of Florida, as well as any licenses required by

Broward County and the City of Hallandale Beach. The Contractor's Representative shall be _____, who shall not be changed without the Owner's consent.

5.2 The Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein including, but not limited to, the Florida Building Code.

5.3 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

5.4 The Contractor shall pay when due all sales, consumer, use, and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

5.5 The Contractor may not substitute general or specified construction materials of like quality without the written consent of the Owner in each instance. Contractor shall make no modifications to dimensions, within normal construction tolerances, without prior written consent from the Owner in each instance.

5.6 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents and applicable laws. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All defective Work shall be replaced or repaired at Contractor's sole cost and expense.

5.7 The Contractor covenants with the Owner to cooperate with the Owner and the CRA, as well as exercising the Contractor's skill and judgment as a general contractor in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

Section 6. DATE OF COMMENCEMENT; SUBSTANTIAL COMPLETION; FINAL COMPLETION.

6.1 The date of commencement of the Work shall be ten (10) days after the issuance of the Project building permit.

6.2 The Contractor shall achieve Substantial Completion (defined below) of the entire Work no later than _____ (_____) days after the date of commencement of the Work (the "Substantial Completion Date"). The Substantial Completion Date may be extended because of any actions or inactions of the Owner that cause delay, or by delays related to Change Orders or by delays resulting from labor disputes, material shortages, fire, unusual delay in transportation, hurricanes, tropical storms, adverse weather conditions not reasonably anticipated, unavoidable casualties, acts of God, financing delays or any causes beyond the Contractor's control. Notwithstanding anything herein to the contrary, an extension of time shall be the Contractor's sole remedy in the event of a delay due to the action or inaction of the Owner. Contractor hereby waives any claims for delay damages caused by the Owner.

6.3 "Substantial Completion" is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. For the Substantial Completion to be deemed to have occurred, the Work shall have been completed in accordance with the Contract Documents (except for Punch List [defined below] Work) to the extent required for Owner to obtain a certificate of occupancy and such permit shall have been issued by the appropriate authorities for all of the Work; and, if applicable, all HVAC and life safety systems included in the Work are functioning substantially in accordance with the Contract Documents.

6.4 In addition to inspections during the progress of the Work, Owner and CRA will be given an opportunity immediately following Substantial Completion to inspect the Project with a representative of Contractor. At that time, Owner, CRA and Contractor shall sign a statement listing any defects in workmanship or materials or incomplete Work, which are discovered (the "Punch List"). Contractor will be obligated to perform the Work set forth on the Punch List within a reasonable period of time after the Substantial Completion Date (not to exceed thirty (30) days, excepting delays for product unavailability, labor stoppages, acts of God, etc.). "Final Completion" shall be deemed to have occurred when the Work on the Punch List is complete and accepted by the Owner and CRA, as well as the issuance of certificate of occupancy or its equivalent by the appropriate authorities for all of the Work if not previously issued at Substantial Completion.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL WORK INCLUDING THE PUNCH LIST AND CLOSURE OF ALL PERMITS MUST OCCUR BY MAY 31, 2018.

Section 7. LUMP SUM. The CRA shall pay the Contractor for Contractor's performance of its obligations hereunder a Lump Sum for the Work which Lump Sum is _____ and 00/100 Dollars (\$_____) (the "Lump Sum"). The Lump Sum includes all amounts for labor, materials, costs or expenses necessary to complete the Work (the "Cost of the Work") and the Contractor's Fee. The Contractor's Fee for the Project shall be _____ and 00/100 Dollars (\$_____

_____). Payment by the Owner of the Lump Sum for the Work performed shall be deemed full compensation to the Contractor for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Work, such amounts shall be the sole responsibility of Contractor; it being acknowledged and agreed that the Lump Sum for the Work, shall be the maximum amount the Owner shall be required to pay for the Work unless the Lump Sum is increased or decreased by a Change Order.

Section 8. SCHEDULE, BUDGET AND COST CONTROL.

8.1 Prior to commencement of the Work, Contractor shall provide Owner and CRA with a Project schedule indicating Subcontractors, activity sequences and durations, and milestone dates for receipt and approval of pertinent information. The Project schedule shall be updated monthly and submitted to the Owner and CRA along with the Applications for Payment.

8.2 Prior to commencement of the Work, Contractor shall provide Owner and CRA with a Project budget. If required by the CRA, the Contractor shall develop and implement a system of cost control that will provide the CRA with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the budget with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.

Section 9. COSTS TO BE REIMBURSED.

9.1 Cost of the Work. The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Section 9.1 as follows:

9.1.1 Payments made by the Contractor to Subcontractors in accordance with requirements of the subcontracts.

9.1.2 Costs of materials and equipment (e.g., plumbing fixtures) incorporated into the Work including transportation and storage at the site.

9.1.3 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by general contractors that are provided by the Contractor at the site and costs of transportation, installation, minor repairs and replacement, dismantling and removal thereof. Rates of Contractor-owned equipment and quantities of equipment shall be at customary rates and subject to the Owner's prior approval.

9.1.4 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

9.1.5 Fees and assessments for the building permit and for other permits, licenses and inspections the Contractor is required by the Contract Documents to pay.

9.2 The Cost of Work shall not include the following:

9.2.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office.

9.2.2 Expenses of the Contractor's principal office and offices.

9.2.3 Contractor's overhead and general expenses.

9.2.4 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

9.2.5 Any other costs not described in Section 9.1 above.

Section 10. SUBCONTRACTS AND OTHER AGREEMENTS. Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. All Subcontracts or other agreements for the Work or any portion thereof shall require the prior written consent of the Owner and the CRA in each instance. Unless otherwise agreed to by the Owner and the CRA, any Work to be performed by a Subcontractor shall be bid out. The CRA may designate specific Subcontractors from which, the Contractor shall obtain bids. The Contractor shall obtain at least three (3) bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner and CRA. The CRA shall then determine, with the advice of the Owner and Contractor, which bids will be accepted. Subcontractors or other agreements shall conform to the applicable payment provisions of this Agreement and shall be awarded on the basis of lump sum or guaranteed maximum price, unless otherwise agreed to in writing by the CRA.

Section 11. LIENS. In the event any person including but not limited to, a Subcontractor records a lien against the Property arising from the Contractor's performance of this Contract, payments due the Contractor shall be withheld in such amounts as the Owner and CRA, in their sole discretion, deem sufficient to completely protect and indemnify Owner from any loss, damage or claim (including attorneys' fees and costs) until the conditions requiring such measures have been completely remedied by the Contractor to the satisfaction of the Owner and CRA. The Contractor shall, within twenty (20) days of notice of the filing of any such lien, satisfy such lien or shall provide proper bonds to remove the lien from the Property pursuant to Florida Law. If the lien or other condition is not remedied by the Contractor within this period of time, the Owner may, at his option, proceed to satisfy the lien from the funds held by the Owner and

then deduct such amounts from any payments due or becoming due to Contractor. Alternatively, the Contractor shall reimburse the Owner for all sums so expended to remove the lien to the extent the expenditure exceeds the amount held by the Owner.

Section 12. PAYMENTS.

12.1 Progress Payments. Based upon “Applications for Payment” submitted to the CRA by the Contractor, the CRA shall make progress payments on account of the Lump Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Provided that an Application for Payment is received by the CRA not later than the first (1st) day of the month, the CRA shall make payment to the Contractor not later than the twentieth (20th) of the same month. If an Application for Payment is received by the CRA after the application date fixed above, payment shall be made by the CRA not later than twenty (20) days after the CRA receives the Application for Payment. Notwithstanding the foregoing, the payments to the Contractor are subject to and contingent upon funding of the Grant by the State of Florida and, therefore, the CRA shall not be held responsible for any delays or failure to fund by the State of Florida. As a condition to each progress payment, the Contractor shall have furnished CRA with a partial lien waiver and release signed by Contractor, conditioned upon payment, for all Work performed that is included in the current Application for Payment, in the form set forth in Florida Statutes Chapter 713, and shall have furnished CRA with partial lien waivers and releases signed by all persons or entities giving Notice to Owner for the furnishing any labor or material, equipment, services, and materials for the project and for all Work performed by same that is included in the respective prior Application for Payment. Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment as well as such other documentation and evidence as reasonably requested by the CRA to demonstrate the Cost of the Work actually incurred by the Contractor. The Contractor shall pay each Subcontractor only upon receipt from each Subcontractor of a partial waiver and release of lien in the form required by Chapter 713, Florida Statutes, with respect to payee’s portion of the Application for Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

12.1.1 Take the Cost of the Work as described in Section 9;

12.1.2 Subtract the aggregate of previous payments made by the CRA;

12.1.3 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by this Section 12.1 or resulting from errors subsequently discovered by the CRA in such documentation; and

12.1.4 Subtract amounts, if any, for which the CRA has withheld or withdrawn payment on an Application a Certificate for Payment as provided in the Contract Documents.

There shall be ten percent (10%) retainage held on all Subcontracts, labor costs and the Contractor's Fee until completion of the Project; provided, however, there shall be no retainage on material suppliers. The CRA may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Section 255.078(6), Florida Statutes, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CRA or Contractor.

12.2 Final Payment. Final Payment, constituting the entire unpaid balance of the Lump Sum including retainage, shall be made by the CRA to the Contractor following Final Completion and when:

(a) The Contractor has fully performed the Work and the Owner and CRA have accepted the Work including all Punch List items and correction of defective Work identified by Owner and CRA;

(b) a final certificate of occupancy or its equivalent has been issued by the applicable governmental authorities; and

(c) A final Application for Payment has been issued and a final accounting of the Cost of the Work has been submitted by Contractor and reviewed and approved by the CRA.

Notwithstanding the foregoing or anything in this Agreement to the contrary, neither any progress payment or the final payment shall be due or owing to the Contractor until all of the requirements of this Agreement and Chapter 713, Florida Statutes, have been satisfied.

12.3 Possession or occupancy prior to such final acceptance and closing and final payment being made to the Contractor shall not constitute final acceptance and a waiver of any and all further obligations to be performed by Contractor, including all warranties unless otherwise agreed in writing.

Section 13. CORRECTION OF WORK.

13.1 Contractor agrees to repair, at Contractor's own cost and expense for a period of one (1) year from the date of Final Completion, all Work that may prove within the one (1) year period of time, to be defective in accordance with the standards of construction prevailing in Broward-Dade County, Florida.

13.2 Upon Final Completion and as a condition to the final payment, Contractor shall deliver to Owner all manufacturer's warranties, if any, covering the consumer products to be conveyed to Owner herein.

Section 14. TERMINATION.

14.1 Termination by the Contractor. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

14.1.1 Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

14.1.2 An act of government, such as a declaration of national emergency which requires all Work to be stopped;

If one of the reasons described in Section 14.1 above exists, the Contractor may, upon seven (7) days' written notice to the Owner, terminate this Agreement and recover from the Owner payment for the Work executed up to the date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

14.2 Termination by the Owner and CRA for Cause. The Owner and the CRA may terminate this Agreement if the Contractor:

14.2.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.2.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

14.2.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

14.2.4 Materially fails to comply with established schedules; or

14.2.5 Otherwise breaches any provision of the Contract Documents.

When any of the above reasons exist, the Owner and CRA may without prejudice to any other rights or remedies and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate this Agreement employment of the Contractor. The Contractor shall not be entitled to receive payment for the Work completed until the remainder of the Work is finished and, in addition to any other rights available to the Owner and CRA at law or in equity, the Contractor shall be liable to Owner for all amounts necessary to complete the Work in excess of the Lump Sum, the costs and expenses of engaging a new contractor including attorneys' fees and costs, and any other damages incurred by Owner and CRA as a result of said termination which amount may be deducted for any amounts owed, or claimed to be owed, to Contractor at the time of termination.

14.3 Termination by the Owner and CRA for Convenience. The Owner and CRA, in their sole and absolute discretion, may jointly terminate this Agreement for convenience (i.e., without cause) upon seven (7) days' written notice to the Contractor. In such case the CRA shall pay the Contractor for the Work executed up to the date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, plus twenty five percent (25%) of the remaining unpaid Contractor's Fee.

Section 15. INSURANCE. The Contractor shall purchase and maintain insurance as follows.

15.1 Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

15.2 Commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

15.3 Business Auto Liability including hired and non-owned auto coverage with minimum limits of \$1,000,000 combined single limit.

15.4 If required by the CRA, builder's risk insurance during the period of construction of the Work insuring such improvements against all casualties on a progressively insured basis for not less than 100% of the replacement cost.

Certificates of insurance from insurers acceptable to the Owner and CRA shall be delivered to the Owner and CRA prior to commencement of the Work. The certificates shall (a) name the Owner and CRA as additional insureds and loss payees and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. Failure of the Contractor to obtain and maintain required insurance shall be grounds for termination of the Contract jointly by the Owner

and CRA. Contractor shall require that its Subcontractors provide the same insurance coverages in commercially reasonable amounts which insurance shall also be subject to the requirements of subparagraphs (b) and (c) above.

Section 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and CRA and their board members from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The parties agree that the forgoing indemnity shall be limited to One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and that such monetary limitation bears a reasonable commercial relationship to this Agreement. The Contractor hereby acknowledges receipt of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration from the Owner and CRA in exchange for giving the indemnifications required in this Agreement and the Contract Documents. Contractor shall require that each Subcontractor provide an indemnity in favor of Owner and CRA. The provisions of this indemnity are intended to comply with the requirements of Chapter 725, Florida Statutes. To the extent this indemnification clause or any other indemnification clause in this Agreement or the Contract Documents does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.

Section 17. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered, delivered by overnight courier by a nationally recognized courier, delivered by facsimile or mailed (airmail or international) by certified mail (postage prepaid), return receipt requested, addressed as set forth on the first page of this Agreement. Each such notice shall be deemed delivered (a) on the date faxed with confirmation of receipt, (b) next business day after deposited with an overnight courier, (c) the date of delivery if delivered by hand, and (d) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if mailed. For purposes of this Agreement, copies of notices shall not constitute notice and may be delivered by means other than as required herein.

Section 18. MISCELLANEOUS.

18.1 This Contract shall be construed in accordance with and governed by the laws of the State of Florida and exclusive venue for all actions arising from or relating to this Contract shall be in Broward County, Florida.

18.2 Neither Owner nor Contractor may assign this Agreement or any of Contractor's or Owner's rights hereunder, without the express, prior, written consent of the other party and

the CRA, which consent may be withheld in that party's sole discretion. This Agreement shall be binding upon the successors, assigns, trustees, receivers, executors and administrators of the parties hereto.

18.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Agreement had never contained any such invalid, illegal or unenforceable provision.

18.4. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes.

18.5 Except as set forth in the following sentence, no person or entity shall be deemed to be a third party beneficiary of this Agreement. Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner and CRA are intended third-party beneficiaries of all Subcontractor agreements, purchase orders as well as all agreements between the Contractor and third parties, any or all of which shall be assigned to Owner and CRA, in their sole discretion, upon the termination of this Agreement for any reason whatsoever.

18.6 The parties acknowledge and agree that because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against, any party by reason of that party's role in drafting this Agreement.

18.7 Time is of the essence in the performance of all obligations at the precise times stated in this Agreement and failure to perform any of them on time shall be a default under this Agreement.

18.8 This Agreement shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida, unless written consent is obtained from all parties. Any recording of this Contract without said written consent of both parties constitutes a breach of this Agreement and shall terminate this Contract, at either party's option.

18.9 Radon is a naturally, occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over

time. Levels of radon that exceed federal and state guidelines may have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Department.

18.10 This Agreement constitutes the entire agreement between the parties hereto related to the Project and no modification hereof shall be effective unless made in writing executed by all of the parties hereto.

18.11. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

18.12 All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

18.13 The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

18.14 One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

18.15 EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Section 19. FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD, 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399, PHONE: (850) 487-1395.

IN WITNESS WHEREOF the parties hereto have signed and sealed this Agreement on the dates set forth below.

OWNER:

Name: _____

Name: _____

Date Executed: _____, 2018

Date Executed: _____, 2018

CRA:

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

CONTRACTOR:

a _____

By: _____
Roger M. Carlton
Executive Director

By: _____
Name: _____
Title: _____

Attest:

By: _____
Mario Bataille, CMC
CRA Clerk

Approved as to form and legal sufficiency:

By: _____
Gray Robinson, P.A.
CRA Attorney

Date Executed: _____, 2018

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (BID), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent,

-
- bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
- (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff ,following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

-
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
 - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

2. DOMESTIC PARTNER BENEFITS REQUIREMENT:

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All Firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.

-
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
1. Where only one (1) solicitation response is received.
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

3. LOBBYIST REGISTRATION:

Annual registration. Every lobbyist shall file a registration form with the City Clerk's Office. The registration form requires the Lobbyist to state under oath the lobbyist's name, business address, the name and business address of each party, person, principal, and/or client represented on city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the City, and the general and specific areas of lobbyist interest in any City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty (\$50.00) Dollars.

4. SCRUTINIZED COMPANIES:

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

5. PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain Firm for acceptance by City Commission until such time as the City Commission approves award of contract.

6. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution

until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

7. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this BID made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://www.cohb.org/solicitations>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

8. PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

9. DELIVERY:

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

10. DEFAULT PROVISION:

In case of default by the successful Firm the City may procure the products or services from other sources and hold the Firm responsible for any excess cost occasioned or incurred thereby.

11. COPYRIGHTS AND/OR PATENT RIGHTS:

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

12. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

13. FAILURE TO SUBMIT PROPOSAL:

If your Firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your Firm's name will be removed from the City's bid mailing list.

14. SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

15. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto City of Hallandale Beach property to deliver

materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

16. RESERVATION FOR REJECTION AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.

The City Manager shall have the authority to recommend to the city commission award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the city manager shall have the authority to recommend to the city commission award of contracts.

17. OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

18. INSPECTION OF FACILITIES / SITE VISIT:

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

19. PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in response to the BID.

20. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

21. PROTEST PROCEDURES:

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether

the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

22. QUALIFICATIONS OF PROPOSER:

Proposals shall be considered only from Firms normally engaged in performing the type of work specified within the BID Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Proposer or Firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

23. CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.