



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
February 22, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

1. Update on Medical Director

Update on Medical Director - ***Division Chief Steve Stillwell, Jerry T. Brooks, MD, and Benny Menendez, MD***

2. Discussion Regarding the Senior's Vs. Crime Program

Discussion Regarding the Senior's Vs. Crime Program - ***BSO Captain Neal Glassman and Wayne Picone from the Attorney General's Office.***

3. Update on Proposed Transit Sales Tax

Update on Proposed Transit Sales Tax - ***Broward County MPO Representative***

4. TR12750 - Award of Bid No. 16-03B for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project

Item No. 6 (c) on the Consent Agenda. (TR12750) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-03B to and approving an Agreement with Landshore Enterprises, LLC for the construction of Stormwater Master Pump Station Receiving Ponds Erosion Protection Project, in accordance with Bid No. 16-03B for a contract amount of \$799,209.26; a contingency in an amount of \$119,881.39 will be added to the project account, for a total project budget of \$919,090.65; authorizing an appropriation of \$272,340.65; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Assistant Public Works Director John Doherty and Purchasing/Contracts Manager Keith Glatz***

5. TR12731 - Central Parc South: Model Sales

Item No. 6 (b) on the Consent Agenda. (TR12731) A Resolution of the City of Tamarac, Florida, granting a Model Sales permit for the Central Parc South residential development, located on the south side of Commercial Boulevard and west of the Florida Turnpike for a period of six (6) months; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Assistant Community Development Director Frank Zickar***

Commission District(s): District 1

6. Discussion Regarding Commercial Vehicle Ordinance

Discussion Regarding Commercial Vehicle Ordinance - ***Community Development Director Maxine Calloway and Code Enforcement Manager Scott Krajewski***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is written in a cursive, flowing style with a large initial "P".

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Mayor Harry Dressler

Mayor Harry Dressler



Title - Update on Medical Director

Update on Medical Director - ***Division Chief Steve Stillwell, Jerry T. Brooks, MD, and Benny Menendez, MD***



Title - Discussion Regarding the Senior's Vs. Crime Program

Discussion Regarding the Senior's Vs. Crime Program - ***BSO Captain Neal Glassman and Wayne Picone from the Attorney General's Office.***



Title - Update on Proposed Transit Sales Tax

Update on Proposed Transit Sales Tax - ***Broward County MPO Representative***



Title - TR12750 - Award of Bid No. 16-03B for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project

Item No. 6 (c) on the Consent Agenda. (TR12750) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-03B to and approving an Agreement with Landshore Enterprises, LLC for the construction of Stormwater Master Pump Station Receiving Ponds Erosion Protection Project, in accordance with Bid No. 16-03B for a contract amount of \$799,209.26; a contingency in an amount of \$119,881.39 will be added to the project account, for a total project budget of \$919,090.65; authorizing an appropriation of \$272,340.65; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Assistant Public Works Director John Doherty and Purchasing/Contracts Manager Keith Glatz***

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12750 Memo	2/10/2016	Cover Memo
▣ TR12750 Resolution Revised	2/17/2016	Resolution
▣ TR 12750 Exhibit 1	2/10/2016	Exhibit
▣ TR 12750 Exhibit 2	2/10/2016	Exhibit
▣ Bid 16-03B	2/10/2016	Backup Material
▣ Bid 16-03 Addendum 1	2/10/2016	Backup Material
▣ Bid 16-03 Addendum 2	2/10/2016	Backup Material
▣ Bid 16-03 Vendor Bid Submittal	2/10/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Mike C. Cernech, City Manager

DATE: February 4, 2016

**THRU: Jack Strain, Public Services
Director**



FROM: Alan Lam, Project Engineer



For A.L.

**RE: Temp. Reso. #12750 – Award of
Bid No. 16-03B for the
Stormwater Master Pump
Station Receiving Ponds
Erosion Protection Project– City
Commission Meeting of
February 24, 2016**

Recommendation:

I recommend the award of Bid No. 16-03B for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project as identified in Bid No. 16-03B in an amount not-to-exceed \$799,209.26. A contingency in the amount of \$119,881.74 (15%) will be added to the Project Account for a total project budget of \$919,091.00 and that this item be placed on the February 24, 2016 Commission Meeting Agenda.

Issue:

To award Bid No. 16-03B and execute an agreement with Landshore Enterprises, LLC. for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project as identified in Bid No. 16-03B

Background:

The three Stormwater Master Pump Station receiving ponds are key components of the City's stormwater management system which helps to regulate water depth and flow through much of the City's canal network. The receiving ponds are currently showing signs of bank erosion, resulting in infiltration of sand into the pumping stations. Failure to mitigate this situation may adversely affect the integrity of the stormwater system by reducing the capacity of the receiving ponds and impeding water flow through the pump stations.

This project consists of restoring the three stormwater pump station receiving ponds to their original design shape and condition; and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater Pump Station receiving ponds. The Articulated Concrete Block (ACB) shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. Consequently, the City of Tamarac continues to provide its residents a safe, operational stormwater drainage system throughout the City.

The locations included in Bid No. 16-03B:

1. 6601 Southgate Blvd., Tamarac, Florida
2. 8801 Southgate Blvd., Tamarac, Florida
3. 10801 Southgate Blvd., Tamarac, Florida

Via the Florida Department of Environmental Protection (FDEP) Grant Agreement #S0850, City accepted a grant from FDEP for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project in an amount not to exceed \$150,000.00 and the Grant is effective through July 31, 2017.

The City published Bid Number 16-03B for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project and received two (2) proposals. Both the Public Services Department and Financial Service Department examined the responses to this bid. A summary bid tabulation is included below.

Vendor	Amount (\$)
Landshore Enterprises, LLC	\$ 799,209.26
Lambert Brother, Inc.	\$ 818,310.00

City staff determined that Landshore Enterprises, LLC is the lowest responsive and responsible bidder; and upon review of their proposal and performed background check, that Landshore Enterprises, LLC possesses the skills, experience, and capacity to meet the requirements for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project.

Contract Summary:

Scope of Project: Stormwater Master Pump Station Receiving Ponds Erosion Protection

Type of Project: Construction

Term/Completion: Substantial Completion within 240 calendar days from City's Notice to Proceed

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance

Liquidated damages of \$500 per day for each day project is not completed after scheduled completion date

Fiscal Impact:

Funding for this project is included in SW15D Stormwater Master Pump Station Receiving Ponds Erosion Protection Project in the amount of \$650,000.00 including \$150,000 in the FDEP Grant David & Gerchar, Inc. performed the initial survey for the project (per Task Authorization No. 15-14E) in the amount of \$3,250.00; therefore, the available budget for the project is \$646,750.00. Therefore, an appropriation from the Stormwater Capital Fund of \$272,341.00 will be required to fully fund the total project budget of \$919,091.00.

Per Bid 16-03B, the contract amount, not to exceed \$799,209.26, a contingency in the amount of \$119,881.74 (15% of the contract cost) will be added to the project account, for a total project budget of \$919,091.00. The contingency of 15% of the contract total is warranted in this case as this project is a technically difficult project.

The project consists of working within an FPL Easement under high powered transmission lines. As such, the project requires specific coordination with FPL to ensure that all construction efforts are completed in accordance with FPL requirements and guidelines. The product used also has a high degree of success in similar applications, however, it is a new product and technique for the City and, therefore, there may be unforeseen issues or complications. Therefore, the construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 16-03B TO AND APPROVING AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC FOR THE CONSTRUCTION OF STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION PROTECTION PROJECT, IN ACCORDANCE WITH BID NO. 16-03B FOR A CONTRACT AMOUNT OF \$799,209.26; A CONTINGENCY IN AN AMOUNT OF \$119,88.74 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$919,091.00; AUTHORIZING AN APPROPRIATION OF \$272,341.00; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to provide its residents a safe, operational stormwater drainage system throughout the City; and

WHEREAS, the three Stormwater Master Pump Station receiving ponds are key components of the City's stormwater management system, which helps to regulate water depth and flow through much of the City's canal network. The receiving ponds are currently showing signs of bank erosion, resulting in infiltration of sand into the pumping stations; and

WHEREAS, this project consists of restoring the three stormwater pump station receiving ponds to their original shape and condition; and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater Pump Station receiving ponds. The Articulated Concrete Block (ACB) shall be designed and installed to stabilize the banks

of the receiving ponds and prevent further erosion, and

WHEREAS, failure to mitigate this situation may adversely affect the integrity of the stormwater system by reducing the capacity of the receiving ponds and impeding water flow through the pump stations, and

WHEREAS, via FDEP Grant Agreement #S0850, the City accepted a grant from FDEP Grant for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project in an amount not to exceed \$150,000.00 and the Grant is effective through July 31, 2017.

WHEREAS, the City of Tamarac publicly advertised Bid No. 16-03B Stormwater Master Pump Station Receiving Ponds Erosion Protection Project on November 22, 2015, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on January 13th, 2016, the City of Tamarac received two (2) proposals for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project, a bid tabulation is hereto attached as "Exhibit 1"; and

WHEREAS, staff determined the lowest responsive and responsible bidder to be Landshore Enterprises, LLC; and

WHEREAS, Landshore Enterprises, LLC possesses the required knowledge and experience to construct the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 16-03B; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City officials award Bid No. 16-03B and execute the Agreement with Landshore Enterprises, LLC for the Stormwater

Master Pump Station Receiving Ponds Erosion Protection Project at three (3) locations, attached hereto as Exhibit #2; incorporated herein and made a specific part of this Resolution; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 16-03B and execute the agreement for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project with Landshore Enterprises, LLC for a contract cost of \$799,209.26 and a contingency in the amount of \$119,881.74, for a total project budget of \$919,091.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 16-03B to Landshore Enterprises, LLC and approves an Agreement between the City of Tamarac and Landshore Enterprises, LLC. ("The Agreement") and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2", to provide for the Stormwater Master Pump Station Receiving Ponds Erosion Protection Project at Three (3) locations.

SECTION 3: An expenditure for a contract cost of \$799,209.26 and a contingency in the amount of \$119,881.74, for a total project budget of \$919,091.00 for said purpose is hereby approved.

SECTION 4: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-156(b) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 5: An appropriation in the amount not to exceed \$272,341.00 is hereby approved and will be included in the Budget Amendment in April 2016, pursuant to F.S. 166.241(2).

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR DRESSLER _____
DIST 1: COMM. BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: V/M GLASSER _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

BID NO. 16-03 B - STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT**BID TABULATION**

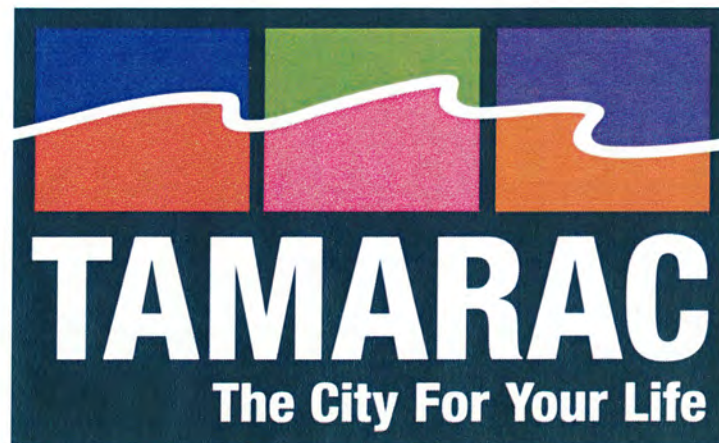
CONTRACTOR:	LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION	LAMBERT BROS INC.		
CONTACT:	Robert Negron	Gregg W. Lambert		
ADDRESS:	5601 POWERLINE ROAD STE 301	5501 N. Powerline Rd		
CITY, STATE:	FORT LAUDERDALE, FL 33309	Ft. Lauderdale, FL 33309		
TELEPHONE NO:	(954) 327-3300	954-491-9380		
FAX NO:	(954) 533-1556	954-491-9425		
Email:	INFO@LANDSHORE.COM	GL@LAMBERTBROS.NET		

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
East Pump Station Receiving Pond						
1	Mobilization/Demobilization	LS	\$ 31,954.47	\$ 55,500.00	\$ -	\$ -
2	Design and Installation and Maintenance of Stormwater Pollution Prevention Measures	LS	\$ 21,470.00	\$ 36,200.00	\$ -	\$ -
3	Earthwork/Grading/Restoration	LS	\$ 11,616.00	\$ 15,600.00	\$ -	\$ -
4	Design and Installation of an articulated Concrete Block Erosion and Sediment Control System	LS	\$ 81,675.00	\$ 61,000.00	\$ -	\$ -
Subtotal of Items 1 through 4			\$ 146,715.47	\$ 168,300.00	\$ -	\$ -
Central Pump Station Receiving Pond						
5	Mobilization/Demobilization	LS	\$ 54,698.47	\$ 121,000.00	\$ -	\$ -
6	Design and Installation and Maintenance of Stormwater Pollution Prevention Measures	LS	\$ 21,470.00	\$ 36,000.00	\$ -	\$ -
7	Earthwork/Grading/Restoration	LS	\$ 40,333.33	\$ 34,000.00	\$ -	\$ -

BID NO. 16-03 B - STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT**BID TABULATION**

CONTRACTOR:			LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION	LAMBERT BROS INC.		
CONTACT:			Robert Negron	Gregg W. Lambert		
ADDRESS:			5601 POWERLINE ROAD STE 301	5501 N. Powerline Rd		
CITY, STATE:			FORT LAUDERDALE, FL 33309	Ft. Lauderdale, FL 33309		
TELEPHONE NO:			(954) 327-3300	954-491-9380		
FAX NO:			(954) 533-1556	954-491-9425		
Email:			INFO@LANDSHORE.COM	GL@LAMBERTBROS.NET		
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
8	Design and Installation of an articulated Concrete Block Erosion and Sediment Control System	LS	\$ 206,250.00	\$ 134,000.00	\$ -	\$ -
Subtotal of Items 5 through 8			\$ 322,751.80	\$ 325,000.00	\$ -	\$ -
West Pump Station Receiving Pond						
9	Mobilization/Demobilization	LS	\$ 55,124.49	\$ 121,000.00		
10	Design and Installation and Maintenance of Stormwater Pollution Prevention Measures	LS	\$ 21,470.00	\$ 36,000.00		
11	Earthwork/Grading/Restoration	LS	\$ 36,575.00	\$ 34,000.00		
12	Design and Installation of an articulated Concrete Block Erosion and Sediment Control System	LS	\$ 216,562.50	\$ 134,000.00		
Subtotal of Items 9 through 12			\$ 329,731.99	\$ 325,000.00	\$ -	\$ -
13	Consideration for Indemnification	LS	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Grand Total of Items 1 through 13			\$ 799,209.26	\$ 818,310.00	\$ 10.00	\$ 10.00

AGREEMENT



BID NO. 16-03 B

STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT

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



City of Tamarac

Purchasing and Contracts Division

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION

THIS AGREEMENT is made and entered into this 8th day of February, 2016 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION, with principal offices located at 5601 POWERLINE ROAD, STE 301, FORT LAUDERDALE, FL 33309 (the "Contractor") to provide for .

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-03 – Stormwater Master Pump Station – Receiving Ponds Erosion Control Project, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-03 B as issued by the City, and the Contractor's Proposal; Bid No. 16-03 B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.
 - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.



City of Tamarac

Purchasing and Contracts Division

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

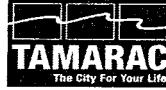
- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within 270* days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

*If project is awarded to an individual station, the project duration shall be 100 days from the issuance of the Notice-to-Proceed.

- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.



5) Contract Sum

The Contract Sum for the above work is Seven-Hundred Ninety Nine Thousand Two-Hundred Nine Dollars and Twenty Six cents (\$799,209.26).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

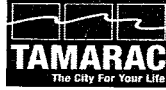
7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance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

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

8) Change Orders

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

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



City of Tamarac

Purchasing and Contracts Division

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

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

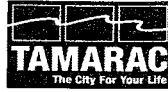
8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting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

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

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

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of



City of Tamarac

Purchasing and Contracts Division

delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

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

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

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



City of Tamarac

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survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

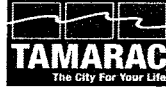
12.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of



City of Tamarac

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

15) Assignment and Subcontracting

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

16) Notice

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

CITY

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

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

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

CONTRACTOR

LANDSHORE ENTERPRISES, LLC
DBA EROSION RESTORATION
5601 POWERLINE ROAD, STE 301.
FORT LAUDERDALE, FL 33309

17) Termination

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

**21) Signatory Authority**

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

22) Severability; Waiver of Provisions

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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

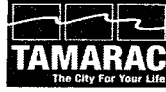
23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment

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

25) No Construction Against Drafting Party

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



City of Tamarac

Purchasing and Contracts Division

assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank



City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR **LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION**, signing by and through its Chief Operating Officer; Robert Negron duly authorized to execute same.

CITY OF TAMARAC_____
Harry Dressler, Mayor_____
Date_____
Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk_____
Date_____
Date

Approved as to form and legal sufficiency:

City Attorney_____
Date

ATTEST:

**LANDSHORE ENTERPRISES, LLC DBA
EROSION RESTORATION**_____
Company Name

Signature of Corporate Secretary

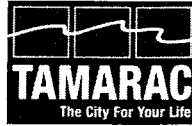
Signature of President/Owner

Type/Print Name of Corporate Secy.**Robert Negron**

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



City of Tamarac

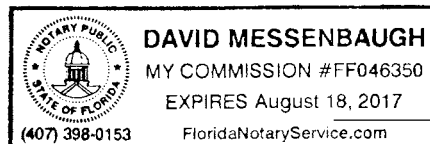
Purchasing & Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Broward :SS

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

WITNESS my hand and official seal this day of February 8, 2016.



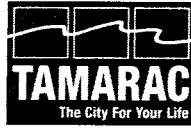
David Messenbaugh
 Signature of Notary Public
 State of Florida at Large

Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.



City of Tamarac

Purchasing & Contracts Division

FORM PAYMENT BOND

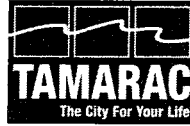
KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract for **Bid No. 16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project** awarded the ____ day of _____, 20____, with OWNER for construction of Stormwater Master Pump Station Receiving Ponds Erosion Control which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

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



City of Tamarac

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

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

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

Principal

(AFFIX SEAL)

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

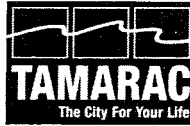
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



City of Tamarac

Purchasing & Contracts Division

ACKNOWLEDGMENT **FORM PAYMENT BOND**

State of _____

County of _____

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

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

- ☐ Personally known to me, or
☐ Produced identification:

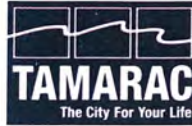
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

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

(AFFIX SEAL)

(Name of Corporation)



BID NO. 16-03 B

STORMWATER MASTER PUMP STATION

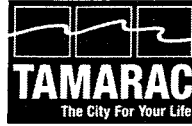
RECEIVING PONDS

EROSION CONTROL PROJECT

RECORDED PAYMENT AND PERFORMANCE BONDS

TO BE SUBMITTED TO THE CITY WITHIN

14 DAYS OF AWARD



City of Tamarac

Purchasing & Contracts Division

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

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

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

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

Signed and sealed this ____ day of _____, 20____.

WITNESSES

Secretary

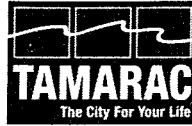
(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

Principal_____
By_____
Signature and Title_____
Type Name and Title signed above_____
Surety_____
By_____
Signature and Title_____
Type Name and Title signed above



City of Tamarac

Purchasing & Contracts Division

IN THE PRESENCE OF:

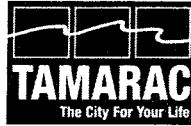
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



City of Tamarac

Purchasing & Contracts Division

ACKNOWLEDGMENT**FORM PERFORMANCE BOND**State of FloridaCounty of Broward

On this the 8th day of February, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

Robert Nguyen
(Name of Corporate Officer)

Chief Operating Officer of
(Title)

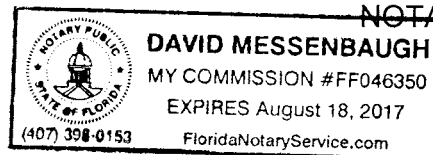
Landshore Enterprises, LLC, a
(Name of Corporation)

Florida
(State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



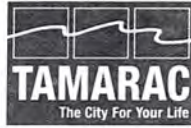
David Messenbaugh
NOTARY PUBLIC, STATE OF Florida

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☒ DID NOT take an oath



City of Tamarac

Purchasing & Contracts Division

CERTIFICATE AS TO PRINCIPAL

I, Arelis van den Berg, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that Robert Negron, who signed the Bond on behalf of the Principal, was then Chief Operating Officer of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

A handwritten signature in blue ink, appearing to read "Hudon", written over a horizontal line.

(Name of Corporation)

CERTIFICATE OF LIABILITY INSURANCE							Date 1/11/2016	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
Insurer A: Lion Insurance Company				11075			Insurer B:	
Insurer C:				Insurer D:			Insurer E:	
Coverages								
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence		
						Aggregate		
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2016	01/01/2017	X	WC Statutory Limits	OTH-ER
							E.L. Each Accident	\$1,000,000
							E.L. Disease - Ea Employee	\$1,000,000
							E.L. Disease - Policy Limits	\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":						Client ID: 91-68-365		
Landshore Enterprises, LLC dba Erosion Restoration, LLC								
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.								
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.								
A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.								
Project Name: ISSUE 01-11-16 (TD)								
Begin Date 4/27/2015								
CERTIFICATE HOLDER CITY OF TAMARAC 7525 NW 88TH AVENUE TAMARAC, FL 33321				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2016

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

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

PRODUCER Bellwether Insurance Group, LLC 225 SE 15th Terrace Deerfield Beach FL 33441 INSURED Landshore Enterprises, LLC, DBA: Erosion Restoration 5601 Powerline Road Fort Lauderdale FL 33309	CONTACT NAME: Michael Wolfe PHONE (A/C No. Ext): (954) 800-6400 FAX (A/C No.): (954) 935-7597 E-MAIL ADDRESS: info@bigins.cc <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: AmTrust North America</td> <td></td> </tr> <tr> <td>INSURER B: Great American Alliance Insurance</td> <td></td> </tr> <tr> <td>INSURER C: Torus Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AmTrust North America		INSURER B: Great American Alliance Insurance		INSURER C: Torus Specialty Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL154200388 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		WPP1255687 00	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	OTHER:					
A	AUTOMOBILE LIABILITY		WPP1255687 00	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	XS 371829	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine		86106M150EQF	08/18/2015	4/1/2016	Leased or Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Tamarac is an additional insured.

CERTIFICATE HOLDER

() -
 City of Tamarac
 7525 NW 88th Avenue
 Tamarac, FL 33321

CANCELLATION

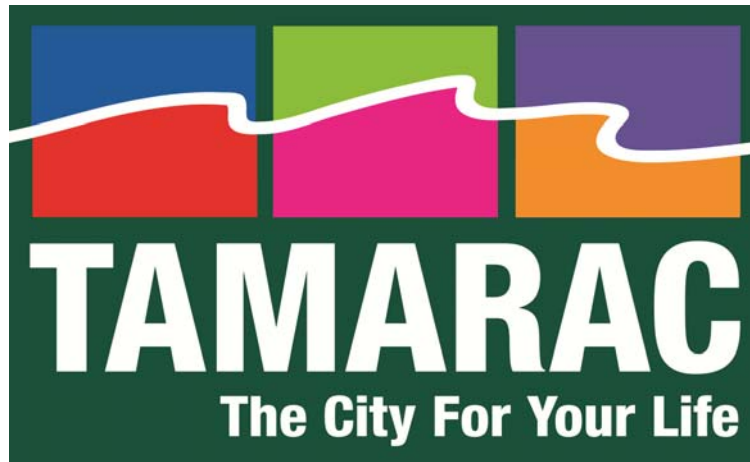
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Wolfe/MW

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INVITATION TO BID

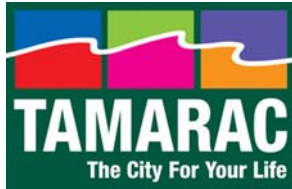


BID NO. 16-03 B

STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT

Issued: November 22, 2015

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



SUBMIT BID TO:

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

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-03 B

BID TITLE: STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT

BID OPENING DATE/TIME: - JANUARY 13, 2016 @ 2:00 P.M.

BUYER NAME: LYNDA CUMMINGS, SENIOR PROCUREMENT SPECIALIST

BUYER PHONE: 954-597-3570

BUYER EMAIL: lynda.cummings@tamarac.org

PRE-BID CONFERENCE/SITE INSPECTION: DECEMBER 15, 2015 @ 10:00 A.M., Room 107

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

GENERAL CONDITIONS

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

SEALED BIDS

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

BIDDER COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

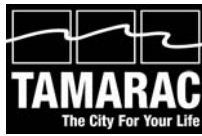
NAME OF AUTHORIZED AGENT: _____

TITLE OF AUTHORIZED AGENT: _____

AUTHORIZED AGENT EMAIL ADDRESS: _____

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

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

**Our Vision and Mission**

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

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

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

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

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

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

INTRODUCTION

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

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

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General

Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

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

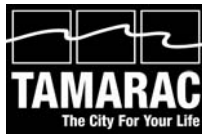
It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually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

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

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

**3. BONDING**

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

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

4. WITHDRAWAL OF BID

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

5. PUBLIC ENTITY CRIMES STATEMENT

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

6. NON-COLLUSIVE AFFIDAVIT

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

7. CONFLICT OF INTEREST

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

8. QUANTITIES

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

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed

and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE*******

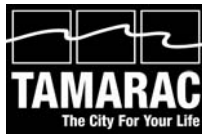
Payments by Electronic Funds Transfer: Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing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

10. DELIVERY

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

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

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



requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

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

13. BACKGROUND INVESTIGATION

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

14. CONDITIONS OF MATERIALS

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

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

15. COPYRIGHTS OR PATENT RIGHTS

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

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE & WARRANTY

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

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

18. INSPECTION

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

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. AGREEMENT SUBJECT TO FUNDING: Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

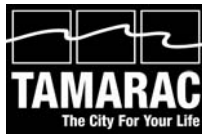
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

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

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any



employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

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

24. OMISSION OF DETAILS

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

25. INSURANCE REQUIREMENTS

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

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

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

Line of Business/ Coverage	Limits	Aggregate
	Occurrence	
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations
Contractual Liability

Personal Injury
Explosion, Collapse, Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

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

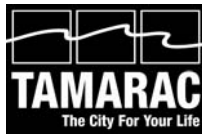
All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

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

26. INDEMNIFICATION

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

**27. INDEPENDENT CONTRACTOR**

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

28. CLARIFICATION & ADDENDA

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

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

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

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

the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response. ****

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards. Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

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

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

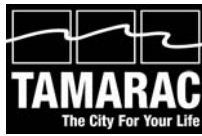
Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

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



31. UNBALANCED BIDS

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

32. UNIT PRICES

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

33. VENUE

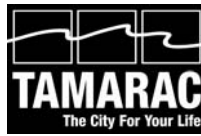
Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

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

35. OTHER GOVERNMENTAL ENTITIES

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



**INVITATION TO BID
BID NO. 16-03 B**

**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

Sealed bids, addressed to the Purchasing and Contracts Division, City of Tamarac, Broward County, Florida, will be received in the Purchasing and Contracts Office, Room 108, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 p.m.** local time on **January 13, 2016** at which time bids will be publicly opened and announced for the **Stormwater Master Pump Station Receiving Ponds Erosion Control Project**.

All bids received after the date and time stated above will be returned unopened to the Bidder. All Bidders are invited to attend the opening.

Submit **one (1) original** document, marked "Original" on its exterior and **two (2) photocopies**, prior to the bid opening deadline. Late bids will not be accepted. Bids shall be submitted on the official Bid Forms furnished with this bid package; and those submitted otherwise will not be considered responsive. The submittal should be plainly marked "**City of Tamarac, Stormwater Master Pump Station Receiving Ponds Erosion Control Project**" on the outside of the envelope.

Bid Security: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount not less than 5% of the total bid price payable to the City of Tamarac as guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement.

A Pre-Bid Conference will be held on **December 15, 2015 at 10:00 A.M.**, located at Tamarac City Hall, 7525 N.W. 88th Avenue (Pine Island Road), Tamarac, Florida 33321, Room 107. All parties interested in bidding on this project should attend this meeting. The work to be performed consists of furnishing all labor, materials, tools, and equipment necessary, as indicated in the specifications, for restoring the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater Pump Station receiving ponds. These stations are located at: East Pump Station - 6601 Southgate Blvd.; Central Pump Station – 8801 Southgate Blvd.; West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac. Bid documents will be available for review and download at <http://www.tamarac.org/index.aspx?NID=317> or in the Purchasing & Contracts Division Office, 7525 NW 88th Ave., Room 108, Tamarac, FL 33321. You may contact the Purchasing Office at (954) 597-3570. For technical issues, direct questions in writing, to the Purchasing and Contracts Management Division, at fax number (954) 597-3565, or via email to lynda.cummings@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

Lynda S. Cummings
Senior Procurement Specialist

Publish Sun Sentinel: Sunday, November 22, 2015

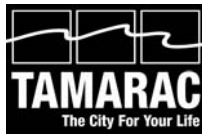
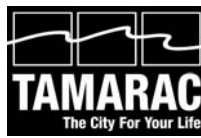


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Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

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Bid No. 16-03 B
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TECHNICAL SPECIFICATIONS</u>
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01010	SUMMARY OF WORK
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01015	GENERAL REQUIREMENTS
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EXHIBITS

Exhibit 1	Current Pond Surveys
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Exhibit 2	Craig A. Smith & Associates Record Drawings
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Exhibit 3	Original Crag A. Smith & Associate design plans, sheets C-3, C-6 and C-9
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Exhibit 4	Standard Detail, Figure DR-23a
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INSTRUCTIONS TO BIDDERS**BID NO. 16-03 B****Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

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

DESCRIPTION OF WORK

Bids are hereby requested from qualified Contractors for construction of the Stormwater Master Pump Station Receiving Ponds Erosion Control Project. The general scope of the project includes the following:

This project consists of restoring the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater Pump Station receiving ponds. The articulated concrete block (ACB) shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block. These stations are located at: East Pump Station - 6601 Southgate Blvd., Tamarac, Florida 33321; Central Pump Station - 8801 Southgate Blvd., Tamarac, Florida 33321; and West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a, plus a minimum of having performed three (3) verifiable projects of similar size and scope.

or

County: Certificate of Competency - Category 2d – Specialty Engineered Structural License plus a minimum of having performed three (3) verifiable projects of similar size and scope.

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

B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of Five Hundred Dollars per day (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

C. CONTACT INFORMATION

For inquiries regarding this bid, please contact the Purchasing and Contracts Division at (954) 597-3570 or by facsimile at (954) 597-3565.

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SPECIFICATIONS

BID NO. 16-03 B

Stormwater Master Pump Station Receiving Ponds Erosion Control Project

This project consists of restoring the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Storm water Pump Station receiving ponds. The articulated concrete block (ACB) shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block. These stations are located at: East Pump Station - 6601 Southgate Blvd., Tamarac, Florida 33321; Central Pump Station - 8801 Southgate Blvd., Tamarac, Florida 33321; and West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

The receiving ponds are key components of the City's storm water management system, which helps to regulate water depth and flow through much of the City's canal network. The receiving ponds are currently showing signs of bank erosion, resulting in infiltration of sand into the pumping stations. Failure to mitigate this situation may adversely affect the integrity of the stormwater system by reducing the capacity of the receiving ponds and impeding water flow through the pump stations. The City has obtained the services of David & Gerchar, Inc. Surveyors and Mappers to prepare three (3) record surveys of the current receiving pond bank conditions, which are attached as Exhibit 1.

The receiving ponds shall be restored to their original shapes and cross section as identified on the Craig A. Smith & Associates Record Drawings for the Stormwater Pump Stations East, Central, & West Renovations Project, attached as Exhibit 2. However, in no case shall the subgrade slope exceed 2:1 (H:V). Again, the articulated concrete block shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block.

Additional design criteria shall include, but not be limited to the following:

- ACB shall be manufactured in accordance with ASTM C33, C90 & C140 Standards
- ACB shall have a minimum compressive strength of 4000 PSI
- ACB shall be installed on compacted and stabilized subgrade soil, free of surface vegetation and debris. Subgrade shall be compacted to 95% of the maximum density as determined by AASHTO T-99.
- Receiving ponds shall be regraded in accordance with the Craig A. Smith & Associates Record Drawings for the Stormwater Pump Stations East, Central, & West Renovations Project, attached herein as Exhibit 2; and the original Craig A. Smith & Associates design plans, sheets C-3, C-6, and C-9, attached herein as Exhibit 3. However, in no case shall the subgrade slope exceed 2:1 (H:V)

- ACB mats shall be installed on an industry accepted geotextile material. Geotextile shall be placed on the properly prepared and graded subgrade, free of all folds and wrinkles. Geotextile material shall be installed to ensure that there is sufficient overlap to seal seams from water intrusion and subgrade displacement and/or migration.
- ACB mats and geotextile material shall be installed in a manner to ensure that water cannot migrate under the block or geotextile material, at the crest, toe or between ACB mats.
- ACB mats shall be installed +/- 10' (ten feet) above the City's normal water control elevation of 6.75 NVGD and 20' (twenty feet) below the City's normal water control elevation (total mat length with mechanical anchoring along the bank – 33') See Standard Detail Figure DR-23a for conceptual cross section, attached herein as Exhibit 4. Final mat design and cross section shall be determined by the Engineer-of-Record.
- Radial or curvature installations (i.e. internal and external radii) shall be completed to provide continuous fabric contact and block to block interlock along the entire receiving pond embankment with grouted joints.
- All mats, including angled mats and mats on corners, shall be connected using cable clamps.
- ACB mats shall be properly anchored and all joints grouted with 4000 psi concrete grout. Anchors shall have a pull resistance equal to or greater than 2000 pounds. Grout shall be required for all 3 inch or great gaps.
- All mats shall be secured to the bank (i.e. top of all mats) by tucking the ACB's into an anchor trench with a mechanical anchoring system. The depth of the trench and type of mechanical anchoring shall be determined by the Engineer-of-Record.

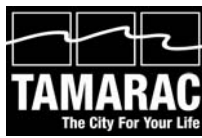
Upon completion of the receiving pond restoration work, the Stormwater Pump Station Sites shall be fully restored to their original, or better, condition that existed prior to the start of this project.

Work shall be completed in accordance with the latest editions of all Federal, State, County and City requirements, including but not limited to, the Florida Department of Environmental Protection, SFWMD, Broward County Environmental Licensing and Building Permitting Division, South Florida Building Code, City of Tamarac Code of Ordinances, City of Tamarac Engineering and Building Department Requirements and Broward County Code of Ordinances.

This project also consists of working within an FPL Easement under high powered transmission lines. As such, this project will require specific coordination with FPL to ensure that all construction efforts are completed in accordance with FPL requirements and guidelines.

The Contractor is responsible for verifying all project related measurements and dimensions. Contractor shall manufacture or purchase and install all equipment and/or materials necessary to complete the project as described in the Scope of Work. Contractor shall provide and furnish all labor, materials, and services required for the work. Additional contractor responsibilities shall include, but not be limited to, the following:

- All surveys (not specifically provided herein) necessary for project layout, construction and final certification, which includes final as-built surveys



- All soil borings, soil testing and engineering reports required for all design, permitting and construction
- Inspecting and examining the project sites prior to bidding
- All design plans and specifications necessary for the permitting, construction and final certification of the project
- Contractor shall obtain Shop Drawing approvals from owner prior to the start of construction. Shop drawing shall include; layout and details of the ACB mats, layout sequence, anchor details, mat junction details, grade and curvature change details and anchor to mat connection details.

The City is seeking to engage qualified firms to submit bids for construction of the Stormwater Master Pump Station Receiving Ponds Erosion Control, and provision of product specifications and product warranties. Budgeted funds for this project are currently set at \$500,000. The project duration shall be 270* days from the issuance of the Notice-to-Proceed.

The total project bid proposal shall include separate pricing for each individual station (East, Central, & West). The City reserves the right to award the total project, which includes the three Master Stormwater Pump Station receiving ponds (East, Central, & West), or individuals Master Stormwater Pump Station receiving ponds.

*If project is awarded to an individual station, the project duration shall be 100 days from the issuance of the Notice-to-Proceed.

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SPECIAL CONDITIONS**BID NO. 16-03 B****Stormwater Master Pump Station
Receiving Ponds Erosion Control Project****1. BID GUARANTY**

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

2. ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

3. CONTRACTOR'S RESPONSIBILITY

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

No work shall be performed before 8:00 AM. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.

Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.

4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Services Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

5. PERMITS AND LICENSES

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

6. SITE INSPECTION – CITY

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

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

7. SUBMITTALS

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

8. WAIVER OF LIENS

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

release the CITY from all claims of liability to the Contractor in connection with the Agreement.

9. DELIVERY

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Project substantial completion shall be within **240** calendar days from Contractor's receipt of City's Notice to Proceed. Final completion shall be **30** calendar days from date of substantial completion, with total project duration of **270*** calendar days.

*If project is awarded to an individual station, the project duration shall be 100 days from the issuance of the Notice-to-Proceed.

10. PAYMENT

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

11. CONTRACT DOCUMENTS

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

12. CHANGE ORDERS

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

13. CHANGES IN THE WORK/CONTRACT PRICE

13.1 CONTRACT PRICE

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

13.2 CHANGE ORDER

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

14. CHANGES IN CONTRACT TIME

14.1 CHANGE ORDER

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

14.2 Notice

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

14.3 Basis for Extension

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

15. CITY'S OPTION

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

16. BONDS

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

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

17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of 100% of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.

Payment and Performance Bonds must be submitted on City forms, included herein.

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

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

18. LOCATION OF EXISTING UTILITIES

Existing utilities may be shown on the drawings. Such information is shown for design purposes and the existing and detail given is information that is obtained during the design period and is not necessarily complete, correct or current. Prior to commencement of construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities. Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense.

The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities. No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.

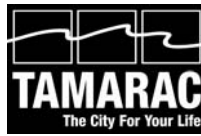
Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly.

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

19. CONFLICT WITH EXISTING UTILITIES

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.

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**SPECIAL PROVISIONS****BID NO. 16-03 B****STORM WATER MASTER PUMP STATION
RECEIVING PONDS EROSION CONTROL PROJECT**

1. PURPOSE OF BID

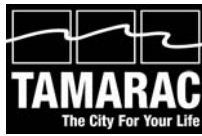
The City of Tamarac is hereby requesting Bids, from qualified Contractors, for construction of the Stormwater Master Pump Station Receiving Ponds Erosion Control Project. The general scope of the project includes the following:

This project consists of restoring the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater Pump Station receiving ponds. The articulated concrete block (ACB) shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block. These stations are located at: East Pump Station - 6601 Southgate Blvd., Tamarac, Florida 33321; Central Pump Station - 8801 Southgate Blvd., Tamarac, Florida 33321; and West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

2. BASIC DEFINITIONS

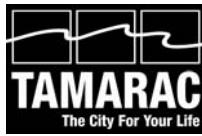
Wherever used in the Agreement or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

- 2.1 Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.
- 2.2 Agreement** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 2.3 Application for Payment** – The form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
- 2.4 Change Order** – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
- 2.5 City** – The City of Tamarac, Florida. Also referred to as Owner.
- 2.6 Contract Documents** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 06-13B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or



after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

- 2.7 Contract Times** – The number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Engineer/Project Managers written recommendation of final payment.
- 2.8 Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- 2.9 Drawings** – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.
- 2.10 Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 2.11 Engineer/Project Manager** – The City’s authorized project representative. The words “Engineer” and “Engineer/Project Manager” are used interchangeably.
- 2.12 Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.
- 2.13 FDOT** – the State of Florida Department of Transportation
- 2.14 Milestone** – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.
- 2.15 Notice to Proceed** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.
- 2.16 Project** – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.
- 2.17 Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
- 2.18 Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 2.19 Substantial Completion** – “Substantial Completion” means the finishing or accomplishing of substantial performance of the Work as proscribed in the Contract Documents. “Substantial Performance” means that there has been no



willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term "Final Completion" means the City's acceptance of the job.

- 2.20 Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 2.21 Unit Price Work** – Work to be paid for on the basis of unit prices.
- 2.22 Work** – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.
- 2.23 Work Change Directive** – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
- 2.24 Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

3. ENUMERATION OF CONTRACT DOCUMENTS

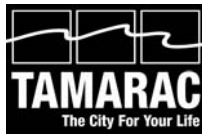
If any portion of the Contract Documents appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

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

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

4. INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment



such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

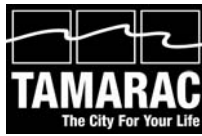
5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

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

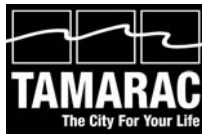
- 5.1** The Engineer/Project Manager's approval of a shop drawing or sample; or
- 5.2** The Engineer/Project Manager's written interpretation or clarification.

6. CONTRACTOR'S ADDITIONAL RESPONSIBILITY

- 6.1** The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.
- 6.2** The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor, and have full authority to make on-site decisions and commitments regarding the Contractors Work.
- 6.3** The superintendent shall be satisfactory to the City and shall not be changed except with consent of the Engineer/Project Manager.
- 6.4** The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
- 6.5** The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
- 6.6** Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
- 6.7** The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may



- affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
- 6.8** Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer/Project Manager before proceeding with any Work affected thereby.
- 6.9** Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 6.10** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 6.11** The Contractor shall keep the City and the Engineer/Project Manager informed of the progress and quality of the Work.
- 6.12** If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
- 6.13** The Contractor shall correct all Work, which does not conform to the Contract Documents.
- 6.14** The Contractor warrants to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 6.15** The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
- 6.16** Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits, **not previously obtained by the owner or its agent,**



from all governmental authorities which have jurisdiction over all aspects of this Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.

- 6.17** The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 6.18** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform any portion of the Work, including their agents and employees.
- 6.19** The Engineer/Project Manager shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved by the City Manager or designee identified as such in writing.
- 6.20** The Contractor shall maintain in good order when present at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications marked currently to record changes made during construction. These shall be delivered to the City upon completion of the construction and prior to final payment.
- 6.21** Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

7. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 7.1** The Contractor shall be familiar with the total scope of the project prior to commencement of any work. In case of any questions or conflict, they must be brought to the attention of the Engineer/Project Manager prior to any work. If further assistance is needed, the Contractor may contact the Director of Public Works. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 7.2** The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 7.3** By execution of the Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

8. SHOP DRAWINGS AND SAMPLES

- 8.1** The Contractor shall submit to The Engineer/Project Manager for review and approval eight (8) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture, installation requirements, detail of the item and evidence of compliance with the Contract Documents. The data shown on the

Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer/Project Manager to review the information as required.

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

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 9.1** The Contractor shall furnish, in writing on the form included, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contractor shall not change a Subcontractor, person or entity previously selected if the City makes reasonable objection to such change.
- 9.2** The Contractor shall be fully responsible to the City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with the Contractor. Nothing in the Contract Documents shall create any Contractual

relationship between the City and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other person or organization except as may otherwise be required by laws and regulations.

10. CITY'S RESPONSIBILITIES

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

11. ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES

- 11.1** The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 11.2** The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and

quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.

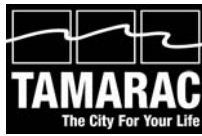
- 11.3** The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 11.4** The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 11.5** The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective, and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

12. AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL

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

13. CLEANUP AND RESTORATION

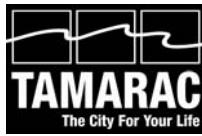
- 13.1** During and after completion of all work, the Contractor shall be responsible for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or stormwater conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 13.2** Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor as per Section 14, Damage To Public And/Or Private Property.



- 13.3** The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 13.4** The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 13.5** If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.
- 13.6** In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

14. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

- 14.1** Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.
- 14.2** The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain.
- 14.3** In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at not additional cost to the City.
- 14.4** In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.
- 14.5** In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.



15. CONNECTION TO CITY WATER

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

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

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

17. ACCEPTANCE OF WORK

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

18. TESTS AND INSPECTIONS

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

18.2 The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.

18.3 The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

19. CORRECTION OR REMOVAL OF DEFECTIVE WORK

19.1 The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.

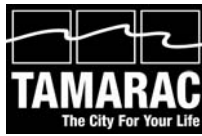
19.2 The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the

City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.

- 19.3** If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 19.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

20. PROGRESS PAYMENTS

- 20.1** The Contractor shall deliver to the City itemized Applications for Payment for Payment. The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all Subcontractors and Suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period and that properly executed releases of liens by all Subcontractors, Suppliers and materialmen were provided and included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the Engineer/Project Manager or Contract Documents. Each requisition shall be submitted in triplicate to the Engineer/Project Manager for approval. The City shall make payment to the Contractor within thirty (30) calendar days after approval by the Engineer/Project Manager of the Contractor's requisition for payment.
- 20.2** Within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment, the City shall make payment to the Contractor.
- 20.3** The City shall retain Ten percent (10%) of all monies earned thru 50% of project completion by the Contractor, and 5% thereafter, until the Work is totally completed as specified, and accepted by the City. The parties hereto agree that



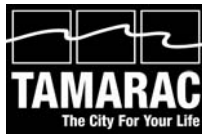
255.052, Florida Statutes, do not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

- 20.4** The Application for Payment shall constitute a representation by the Contractor to the City that, to the best of the Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount requested.
- 20.5** The Contractor shall pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- 20.6** The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.
- 20.7** No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 20.8** The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 20.9** The Contractor may apply for the return of the retainage held pursuant to Section 20.3, if the Contractor has satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues regarding liquidated damage. The release of retainage shall not become due until all Work is 100% completed as identified on the final punchlist. The requirements of retainage include the following:

- 20.9.1** Repair and/or replacement of faulty or defective Work.
 - 20.9.2** As-built drawings are submitted to and accepted by the City.
 - 20.9.3** All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.
 - 20.9.4** The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
 - 20.9.5** Release of Lien is submitted and accepted by the City.
 - 20.9.6** The Contractor's completion of Punch List.
 - 20.9.7** Warranties are submitted to and accepted by the City.
- 20.10** The City of Tamarac desires to have the ability to use a city credit card for payment. Contractors are encouraged to allow for the use of city credit cards as payment by the City.

21. CHANGE QUANTITIES/CHANGE ORDERS

- 21.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 21.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 21.3** **No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.**
- 21.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 21.5** The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 21.6** If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.



- 21.7** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 21.8** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 21.9** Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 21.10** The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
- 21.10.1** By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;
 - 21.10.2** By unit prices stated in the Contract Documents or subsequently agreed upon; or
 - 21.10.3** By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

22. REGULATORY CHANGES

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

23. SUBSTANTIAL COMPLETION

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

24. FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with Section 19 "Correction or Removal of Defective Work" of this document.

25. FINAL APPLICATION FOR PAYMENT

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

25.2 The Contractor shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. The Contractor shall deliver mylar sepias of the as-built project, signed, sealed and dated by the responsible professional. In addition, "As-Built" plans are to be submitted in a digital format in AutoCAD latest version. The Digital File is to be compatible with the City's GIS system. Final payment to the Contractor shall not be made until said drawings have been reviewed and approved by the Engineer/Project Manager. Prior to approval, if necessary, the drawings may be returned to the Contractor for changes or modifications if in the opinion of the Engineer/Project Manager they do not represent correct or accurate "As-built" drawings.

26. FINAL PAYMENT AND ACCEPTANCE

26.1 If, on the basis of the Engineer/Project Manager's observation of the Work during construction and final inspection, and the Engineer/Project Manager's review of the final Application for Payment and accompanying documentation, the Engineer/Project Manager is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer/Project Manager will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing the Engineer/Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Engineer/Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the Engineer/Project Manager will return the Application to the Contractor, indicating in writing the reasons for refusing to

recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. After presentation to the City of the Application and accompanying documentation, in appropriate form and substance, and with the Engineer/Project Manager's recommendation and notice of acceptability, the amount recommended by the Engineer/Project Manager will become due and will be paid by the City to the Contractor within the required time frame under Florida statute regarding such payments.

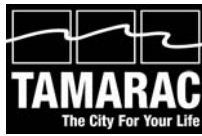
26.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for payment has been approved by the Engineer/Project Manager. The making of final payment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

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

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

27. CITY'S RIGHT TO WITHHOLD PAYMENT

- 27.1** The City may withhold in part, final payment or any progress payment to such extent as allowed under Florida statute, necessary to protect itself from loss on account of:
- 27.2** Defective Work not remedied.
- 27.3** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- 27.4** Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
- 27.5** Damage to another Contractor not remedied.
- 27.6** The Contractor has incurred liability for liquidated damages.
- 27.7** Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- 27.8** Reasonable evidences that the Work will not be completed within the Contract time.
- 27.9** Failure to carry out the Work in accordance with the Contract Documents.



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

28. WARRANTIES

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

29. CORRECTION PERIOD

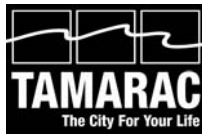
- 29.1** The Contractor warrants all material and Workmanship as noted in the Technical Specifications from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.
- 29.2** Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional

period as noted in the Technical Specifications after such correction or removal and replacement has been satisfactorily completed.

- 29.3** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period as described in Article 29, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligation other than specifically to correct the Work.

30. CONSTRUCTION SCHEDULE

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



31. PROTECTION OF PERSONS AND PROPERTY

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

32. HURRICANE AND SEVERE WEATHER PRECAUTIONS

- 32.1** The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.
- 32.2** All construction materials or equipment will be secured against displacement by wind forces.

33. WORK BY THE CITY OR CITY'S CONTRACTORS

- 33.1** The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.

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

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

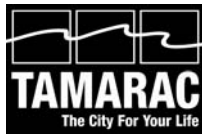
34. BID PREPARATION EXPENSE

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

35. TRAFFIC CONTROL AND WORKING HOURS

- 35.1** The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City.
- 35.2** The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 35.3** Road closure will not be permitted without written approval of the Engineer/Project Manager.
- 35.4** All unit prices provided by Contractor as a part of this Bid, shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

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COMPANY NAME: (Please Print): _____

Phone: _____ **Fax:** _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

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

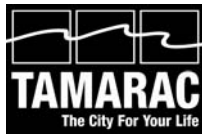
Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**BID FORM****BID NO. 16-03 B****Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

The City of Tamarac is hereby requesting Bids from qualified contractors for the restoration of the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater pump Station receiving ponds.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a, plus a minimum of having performed three (3) verifiable projects of similar size and scope.

or

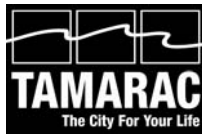
County: Certificate of Competency – Category 2d – Specialty Engineered Structural License, plus a minimum of having performed three (3) verifiable projects of similar size and scope.

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

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

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

**BID NO. 16-03 B**

**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

Bidder: _____ **Date:** _____

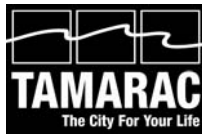
BID SCHEDULE

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price.

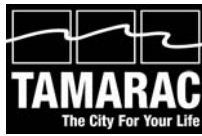
For each item, Bidder agrees to furnish all labor, material, tools and equipment necessary to properly perform the work described herein. The City reserves the right to award the total project, which includes the three Master Stormwater Pump Station Receiving Ponds (East, Central, & West), or individual Master Stormwater Pump Station Receiving Ponds. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner. Modification of this Bid Form-Schedule, other than the actual Schedule below, shall not be accepted.

We propose to furnish the following in conformity with the project description as described herein at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

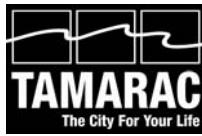
Item No.	Quantity	Description	Total Price
		EAST PUMP STATION RECEIVING POND	
1.	Lump Sum	MOBILIZATION/DEMOBILIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ _____
2.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion	



		control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ _____
3.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
4.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
	Subtotal	Sum of Items 1 through 4, which constitute the total cost of the East Pump Station Receiving Pond Improvements.	\$ _____
		CENTRAL PUMP STATION RECEIVING POND	
5.	Lump Sum	MOBILIZATION/DEMobilIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ _____
6.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ _____
Bidder: _____ Date: _____			



7.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
8.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
	Subtotal	Sum of Items 5 through 8, which constitute the total cost of the Central Pump Station Receiving Pond Improvements.	\$ _____
		WEST PUMP STATION RECEIVING POND	
9.	Lump Sum	MOBILIZATION/DEMOBILIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ _____
10.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ _____
Bidder: _____ Date: _____			



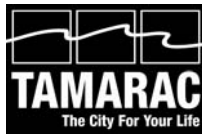
11.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
12.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ _____
	Subtotal	Sum of Items 9 through 12, which constitute the total cost of the West Pump Station Receiving Pond Improvements.	\$ _____
13.	Lump Sum	Consideration for Indemnification	\$ 10.00
GRAND TOTAL OF ITEMS 1 THROUGH 13			\$ _____

TOTAL BASE BID

\$ _____

Submitted by: _____

Date _____



BID FORM
(continued)

BID NO. 16-03 B

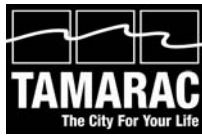
**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

Submitted by: _____ Date _____

THIS BID IS SUBMITTED TO:

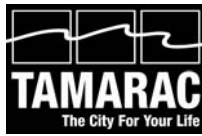
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

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

**BID FORM**
(continued)**BID NO. 13-03 B**
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

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

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)_____
Contractor's License Number



BID FORM
(continued)

BID NO. 16-03 B

Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

Bidder's Name: _____

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

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

☐ Yes ☐ No

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

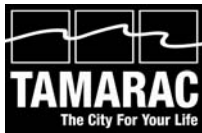
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

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

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

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

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



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.

County of _____)

_____ being first duly sworn deposes
and says that:

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

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

Signed, sealed and delivered in the presence of:

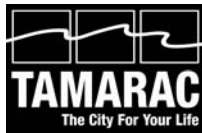
Witness

Witness

By _____

Printed Name

Title



**ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of _____

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

_____ and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

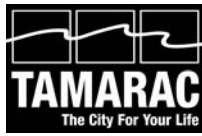
NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
- ☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE BID**

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

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

Contractor's License Number

BIDDER'S QUALIFICATION STATEMENT

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

Name of Company _____

Address _____

City State Zip _____

Telephone _____

Fax Number _____

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

2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

3. Under what former name(s) has your business operated?

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

4. Are you Certified? Yes ☐ No ☐ If Yes, attach copy of Certification

5. Are you Licensed? Yes ☐ No ☐ If Yes, attach copy of License

6. Has your company ever declared bankruptcy? Yes ☐ No ☐

If Yes, explain: _____

7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
of the commodities/services bid upon?

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain (date, service/project, bid title etc.)

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

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

REFERENCES

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

Your Company Name**Address****City State Zip****Phone/Fax**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

VENDOR DRUG-FREE WORKPLACE

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

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

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

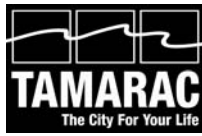
Authorized Signature

Company Name

LIST OF SUBCONTRACTORS

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

[illegible]



CERTIFIED RESOLUTION

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

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

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

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

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

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

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

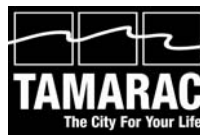
(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

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

**TRENCH SAFETY FORM**

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A.			\$	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: _____
(Signature)

ACKNOWLEDGEMENT

STATE OF: _____

COUNTY OF: _____

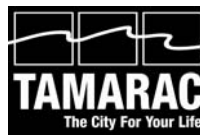
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of the State of Florida in the penal sum of:

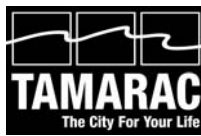
_____ Dollars (\$_____) lawful money on the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20____, for Bid No. 16-03 - Stormwater Master Pump Station - Receiving Ponds Erosion Control Project.

NOW, THEREFORE,

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

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



**ACKNOWLEDGEMENT
BID BOND**

Signed and sealed this _____ day of _____, 20__

IN PRESENCE OF:

Principal

Business Address

(AFFIX SEAL)

City/State/Zip

ATTEST:

Business Phone

Secretary

Surety*

ATTEST:

By

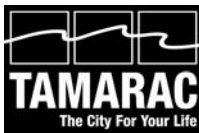
Secretary

Title

Attorney-In-Fact*

By

*Impress Corporate Seal

**FORM PAYMENT BOND**

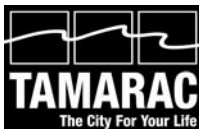
KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract for **Bid No. 16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project** awarded the ____ day of _____, 20____, with OWNER for construction of Stormwater Master Pump Station Receiving Ponds Erosion Control which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

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



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

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

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

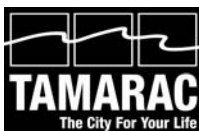
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



**ACKNOWLEDGMENT
FORM PAYMENT BOND**

State of _____

County of _____

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

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or ☐ DID

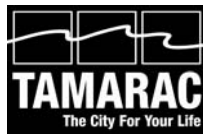
NOT take an oath

CERTIFICATE AS TO PRINCIPAL

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

(AFFIX SEAL)

(Name of Corporation)

**FORM PERFORMANCE BOND**

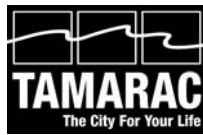
KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, **Bid No. 16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project** awarded the ____ day of _____, 20__, with OWNER for Construction of Stormwater Master Pump Station Receiving Ponds Erosion Control Project which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

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



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

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

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

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

Signed and sealed this ____ day of _____, 20____.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

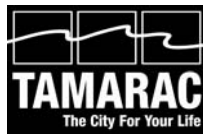
Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above



IN THE PRESENCE OF:

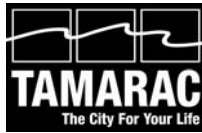
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT

FORM PERFORMANCE BOND

State of _____

County of _____

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

_____, of
(Name of Corporate Officer) (Title)

_____, a
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

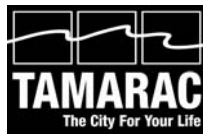
NOTARY PUBLIC, STATE OF _____

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



CERTIFICATE AS TO PRINCIPAL

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

(AFFIX SEAL)

(Name of Corporation)

APPLICATION FOR PAYMENT

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Application for Payment is made, as shown below:

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

 Submitted by: _____
 Contractor

Date: _____

 Approved for Payment _____
 Project Manager

Date _____

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

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

PROJECT NAME: _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

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

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE

Original Contract Price

\$

Previous Change Order No. _____ to No. _____

\$

Contract Price prior to this Change Order

\$

Net (Increase) of this Change Order

\$

Contract Price with all approved Change Orders

\$

CHANGE IN CONTRACT TIME

Original Contract Time

Net change from previous change orders

Contract Time prior to this Change Order

Net (Increase) of this Change Order

Contract Time with all approved Change Orders

RECOMMENDED		APPROVED		APPROVED	
BY	_____	BY	_____	BY	_____
	Director		City Manager		Contractor
Date	_____	Date	_____	Date	_____

FINAL RELEASE OF LIEN BY CONTRACTOR**STATE OF _____:****COUNTY OF _____:**

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

PROJECT: _____ CONTRACT NO. _____

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

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

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

Signed, Sealed and Delivered
in the Presence of:

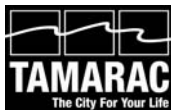
Contractor

Corporate Secretary Signature

Type Name

President Signature

Type Name



ACKNOWLEDGMENT

FINAL RELEASE OF LIEN

State of Florida

County of Broward

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

_____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

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

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-03 – Stormwater Master Pump Station – Receiving Ponds Erosion Control Project, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-03 B as issued by the City, and the Contractor's Proposal; Bid No. 16-03 B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

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

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

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

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

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **270*** days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

*If project is awarded to an individual station, the project duration shall be 100 days from the issuance of the Notice-to-Proceed.

- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable

extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

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

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

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

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

8) Change Orders

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

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties,

responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

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

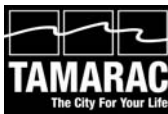
8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

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

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

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

9) No Damages for Delays



ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

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

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

- 12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 12.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will



ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

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

15) Assignment and Subcontracting

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

16) Notice

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

CITY

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



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

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

CONTRACTOR

17) Termination

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

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

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

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

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as

authorized by law; and

18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17 "Termination" herein.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

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

21) Signatory Authority

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

22) Severability; Waiver of Provisions

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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes,

storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 23.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

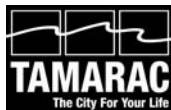
24) Merger; Amendment

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

25) No Construction Against Drafting Party

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

Remainder of Page Intentionally Blank



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

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

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

WITNESS my hand and official seal this ____ day of _____, 20__.

Signature of Notary Public
State of Florida at Large

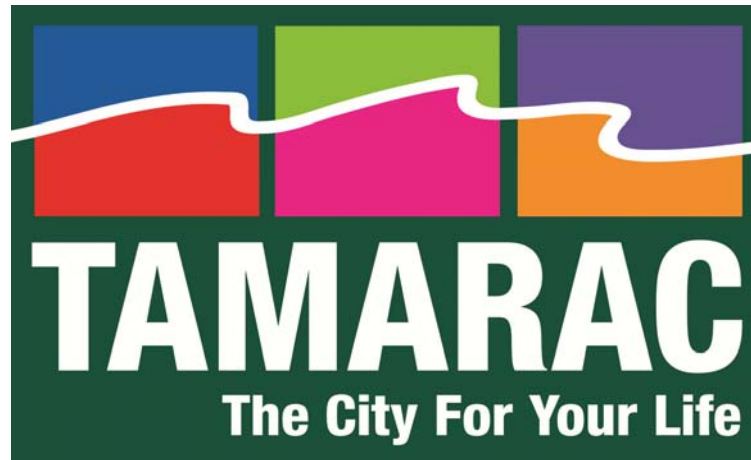
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

City of Tamarac



General Technical Specifications

BID No. 16-03B

Stormwater Master Pump Station Receiving Ponds Erosion Control Project

BID NO. 16-03 B**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

SECTION 01010**SUMMARY OF WORK****PART 1 -- GENERAL****1.01 THE REQUIREMENT**

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the OWNER.
- B. Prior to construction, the CONTRACTOR shall verify existing utilities identified within the project sites. The CONTRACTOR will be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.
- C. Where the Contract Documents address a third party, i.e., subcontractor, manufacturer, etc., it is to be considered as the CONTRACTOR through the third party.
- D. The Contractor shall comply with all Municipal, County, State, Federal, and other codes which are applicable to this Project.

1.02 SCOPE

Work for this Project includes, but is not limited to; restoring the City's three Stormwater Master Pump Station Receiving Ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three receiving ponds. The articulated concrete block (ACB) system shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block; remove and restore guardrail system; earthwork; swale restoration; as well as all appurtenances and other incidentals as required to properly complete this project. These stations are located at; East Pump Station - 6601 Southgate Blvd., Tamarac, Florida 33321; Central Pump Station - 8801 Southgate Blvd., Tamarac, Florida 33321; West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

The work shall include, but is not limited to the following:

1. Indemnification
2. Bonds and Insurance
3. Mobilization and Demobilization
4. Maintenance of Traffic
5. Clearing and Grubbing/Tree Removal/Site Preparation
6. Install and Maintain Storm-Water Pollution Prevention Measures (NPDES)
7. Earthwork/Grading/Restoration (including sod)
8. Design and installation of an Articulated Concrete Block Erosion and Sediment Control System
9. Restoration and site clean – up.

1.03 GEOTEXTILE

- A. Geotextile material shall be placed on the prepared subgrade.
- B. The selection of the geotextile fabric shall be determine by the Engineer of Record, based on the hydraulic and soil conditions for each specific site.
- C. The geotextile placement design shall provide for sufficient overlapping at seams, the top of the mat and toe of the mat.

1.04 SUBGRADE

- A. ACB Mats shall be installed on compacted and stabilized subgrade soil, free of surface vegetation and debris. Subgrade shall be compacted to 95% of the maximum density as determined by AASHTO T-99.
- B. Final grade shall be smooth to ensure continuous contact with the mat and geotextile fabric.
- C. Engineer-of-Record shall approve all subgrade material, line and grade prior to installing the geotextile fab

1.05 PERMITS

- A. The CONTRACTOR shall be required to obtain all project permits of every description as necessary for the complete installation of the contract work including, but not limited to, dewatering permits, City Engineering Permits, Building Department Permits, and all other Federal, State, County, or City permits. Cost of any required permit from City and other agencies will be reimbursed, except for the 1% Public Art Fee, by the City, without markup, for properly submitted invoices.
- C. Permit fees, except for the 1% Public Art Fee, will be invoiced (with supporting documentation) to the City, without markup, as a direct pass through with no overhead, profit or general conditions (i.e. City will reimburse contractor for the exact cost of said permits).

1.06 WORK BY OTHERS

- A. The CONTRACTOR shall cooperate fully with all utility forces of the CITY, or other public or private agencies engaged in the relocation, altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.
- B. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the Work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- C. Work to be performed on site under other contracts consists of the following: Unknown.

1.07 CONTRACTOR FURNISHED MATERIAL AND EQUIPMENT

- A. All equipment, materials, instruments or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five years.

1.08 EXISTING FACILITIES

- A. Available drawings of the existing facilities may be inspected at the City of Tamarac Public Works Department Office. These drawings are for information only and are not a part of the Contract Documents. In making these drawings available for inspection, the OWNER makes no guarantee, either expressed or implied, as to their accuracy or completeness.
- B. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense.
- C. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Documents, the CONTRACTOR shall develop and make all detail surveys necessary for construction. The CITY will furnish information and location of existing bench marks.
- D. The CONTRACTOR shall have the responsibility to carefully preserve the bench marks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the OWNERS & ENGINEER. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- F. The OWNER & ENGINEER may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the OWNER & ENGINEER in carrying out such

checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.

1.09 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible distribution to the public's use of roadways, driveways, and utilities. Utilities shall include, but are not limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television and telephone. Prior to commencing with the Work, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities and shall have obtained all required permits and permissions.
- B. The CONTRACTOR shall sequence the work so as to minimize impact on the City's normal operations and emergency services. CONTRACTOR shall request written authorization from the OWNER/ENGINEER a minimum 48 hours prior to disruption of normal operations and emergency services.
- C. The CONTRACTOR shall note that some areas of the Work require work on the existing canal or water bodies, which may require by-pass pumping and construction. The Contractor shall be responsible for the proper flow of canal during construction. The Contractor shall be responsible for the prevention of flood water backups within the tributary.

1.10 WORK SCHEDULE

- A. The CONTRACTOR shall commit the necessary resources to complete project in a timely manner consistent with the schedule. All costs incurred to implement measures to complete the work in accordance with the schedule will be borne by the CONTRACTOR at no additional cost to the OWNER.

1.11 WARRANTY

- A. The CONTRACTOR shall warrant the work for a period of one (1) year after the date of final acceptance of the project by the OWNER.

1.12 PAYMENT AND PERFORMANCE BONDS

- A. The CONTRACTOR shall furnish a Performance Bond in an Amount of at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract. The CONTRACTOR shall also furnish a Payment Bond in the amount of at least one hundred percent (100%) of the Contract Price for payment of all persons performing labor on the project under this Contract.

- END OF SECTION -

SECTION 01015**GENERAL REQUIREMENTS****PART 1 - GENERAL****1.01 RELATED REQUIREMENTS**

- A. General provisions of Contract, including General and Supplementary Conditions.

1.02 PROJECT DESCRIPTION

- A. Work for this Project includes, but is not limited to; restoring the City's three Stormwater Master Pump Station Receiving Ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three receiving ponds. The articulated concrete block (ACB) system shall be designed and installed to stabilize the banks of the receiving ponds and prevent further erosion. The articulated concrete blocks shall be closed cell blocks below the water table to prevent future erosion and open cell blocks above the water table to support vegetation growth within the block; remove and restore guardrail systems; earthwork; swale restoration; as well as all appurtenances and other incidentals as required to properly complete this project. These stations are located at; East Pump Station - 6601 Southgate Blvd., Tamarac, Florida 33321; Central Pump Station - 8801 Southgate Blvd., Tamarac, Florida 33321; West Pump Station - 10801 Southgate Blvd., Tamarac, Florida 33321.

1.03 CONTRACTOR USE OF PREMISES

- A. Contractor shall have full use of ponds for construction operations, including use of the park sites. The Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

This project also consists of working within an FPL easement under high powered transmission lines. As such, this project will require specific coordination with FPL to ensure that all construction efforts are completed in accordance with FPL requirements and guidelines.

- B. Access to the work site shall be through the City of Tamarac R/W access.
- C. The Contractor shall be responsible for coordinating his daily activities in conjunction with any Contractors presently working within the vicinity of this project.
- D. Confine operations to areas within rights-of-way and easements.
- E. Keep existing driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times.
1. Do not use these areas for parking or storage of materials.
 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

- F. Do not dispose of organic and hazardous material on site, either by burial or by burning.

1.04 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

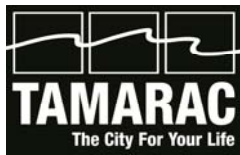
1.05 QUALITY CONTROL

- A. The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity.
 - 1. Costs for these services shall be included in the Contract Sum.
 - 2. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.
- B. The Contractor is responsible for and shall pay costs of retesting when required by Engineer or Owner and of additional testing needed or required by the Contractor, Engineer, Owner or regulatory agencies.
- C. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

ADDENDUM NO. 1

DATE: December 8, 2015

BID NO. 16-03 B
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No.16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project.

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

- I did not find any specifications on the size and type of ACB Mats or budgeted amount. Would this be listed on another document?

*See bid document "**Specifications**" (Page 14) for information on requirements. As stated therein, the project should be bid as a design/built project. The Contractor's Engineer-of-Record will be required to provide detailed specifications on the size and type of ACB Mats necessary to complete the scope of work as set forth in Bid No. 16-03 B to restore ponds to their original shapes and cross sections. Budgeted funds are stated on Page 16 - \$500,000.*

Please return and/or acknowledge this Addendum No.1 with your bid submittal due January 13, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.

Sincerely,

Keith K. Glatz
Purchasing and Contracts Manager

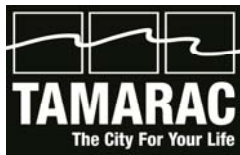
Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____



ADDENDUM NO. 2

DATE: December 28, 2015

BID NO. 16-03 B
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No.16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project.

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

SITE VISIT

There will be a site visit on January 4, 2016 at 10:00 A.M. Meet at the West Pump Station located at 10801 Southgate Boulevard, at the west end of Southgate Boulevard.

- 1. On sheet C-9 it refers to sheet C-10 for the new double swing gates. There are no specs for the fence as well. I wheeled the asphalt drive ways and they were 12' 10 inches wide not 12. Also all three fences looked good as well as the curb and gutter. Don't know why they need replaced along with the concrete driveways and concrete pad on sheet C-6.**

Answer: Sheets C-3, C-6, and C-9 are part of the original Craig A. Smith & Associates pump station design plans, which are provided for reference purposes only. With regard to the existing site conditions, the contractor will only be responsible for restoring damages that occur during construction. Please refer to the Description of Work and Specification for details on the project scope.

- 2. Would the City consider an alternate for hand laying blocks?**

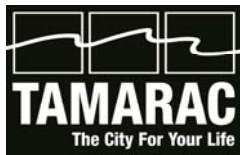
Answer: In accordance with the Bid Specifications, all mats, including angled mats and mats on corners, shall be connected using cable clamps.

- 3. Requests for additional information regarding the ponds.**

Answer:

Existing Culverts, diameter and sizes:

- 1. East Pump Station, 6601 Southgate Blvd. – Twin CMP with 84" Diameter each.***
-



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
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-
2. Central Pump Station, 8801 Southgate Blvd. – Single CMP with 84" Diameter.
 3. West Pump Station, 10801 Southgate Blvd. – Single CMP with 84" Diameter.

Pumps with location:

1. East Pump Station, 6601 Southgate Blvd. – 2 Pumps, each with a design capacity of 35,000 GPM
2. Central Pump Station, 8801 Southgate Blvd. – 3 Pumps, each with a design capacity of 35,000 GPM
3. West Pump Station, 10801 Southgate Blvd. – 3 Pumps, each with a design capacity of 35,000 GPM

4. Tie into Headwalls:

Answer: *Proposed ACB Mats shall tie into the existing concrete headwalls.*

5. Definition of the term "Rope" used during the Pre-bid Meeting.

Answer: *It is not actually rope. The term rope used in the meeting was referring to the material that holds the mats together after they are in place. It holds the mats together for installation and repair. It can be either poly or stainless cables. All mats, including angled mats and mats on corners, shall be connected using cable clamps. The clamp design and material shall be determined by the Engineer of Record.*

6. Clarification – Define Engineer certified.

Answer: *Project must be design, permitted and certified by a Professional Engineer (P.E.), licensed in the State of Florida.*

7. What type of procedure should be used in placement along the Radius?

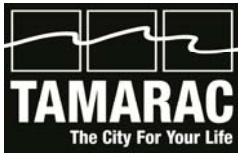
Answer: *Radial or curvature installations (i.e. internal and external radii) shall be completed to provide continuous fabric contact and block to block interlock along the entire receiving pond embankment with grouted joints.*

8. What type of mechanical anchoring should be utilized?

Answer: *Mechanical anchoring shall be determined by the Engineer-of-Record*

9. Site Visit

Answer: *The City will conduct a site visit on January 4, 2016 at 10:00 A.M. Meet at the West Pump Station which is located at 10801 Southgate Boulevard the west end of Southgate Boulevard.*



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

Please return and/or acknowledge this Addendum No. 2 with your bid submittal due **January 13, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz", is written over a light blue horizontal line.

Keith K. Glatz
Purchasing and Contracts Manager

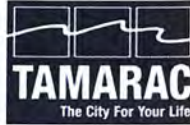
Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

ORIGINAL



COMPANY NAME: (Please Print): LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION

Phone: (954) 327-3300

Fax: (954) 533-1556

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

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

Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

**CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321**

**BID NO. 16-03 B
STORMWATER MASTER PUMP STATION
RECEIVING PONDS EROSION CONTROL PROJECT**

Submitted on: January 13, 2016



Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American soils for over a decade*

d/b/a Erosion Restoration, LLC

**City of Tamarac
Purchasing and Contracts Division
7525 NW 88th Avenue
Tamarac, FL 33321**

January 13, 2016

Re: Stormwater Master Pump Station Receiving Ponds Erosion Control Project

Enclosed is Landshore® Enterprises, LLC d/b/a Erosion Restoration response to the request for proposal for the *City of Tamarac – Stormwater Master Pump Station Receiving Ponds Erosion Control Project*.

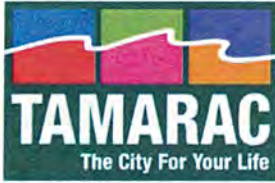
Landshore® Enterprises, LLC is a Fort Lauderdale, Florida based company established in 2002. With over 50 years of combined experience, our main customers are Government Agencies, Home Owner Associations, Golf Courses and Private Home Owners.

We create viable solutions to protect shorelines from erosion by constantly engaging in research and conducting investigations on specific soil and water flow conditions. This allows us to modify and improve on erosion products we already work with. As a result, we have modified geo-tubes to provide even greater strength at particular stress points which should add to the longevity of an installation. These reinforced geo-tubes are now known as Eco-Filter Tubes (EFT®) which are superior to any other existing alternative. Our company also uses a full range of geo-synthetics and reinforcement earth applications as well as implement moderate cost alternatives such as gabions, rip-rap, walls, etc. Additionally, we design and construct conventional retaining structures such as concrete gravity walls, cantilever walls, and steel sheet piles.

Landshore® Enterprises, LLC has an Engineering Department that designs and supervises projects as well as coordinates with other disciplines and professions. Each project is individually tailored for an optimal solution, perfectly installed to invisibly blend in with the current surroundings. We continually seek, select and obtain the latest ASTM-Compliant materials as well as innovative and adaptive technologies to provide the greatest savings to our clients and to guarantee the durability of each construction project.

We are members of the American Society of Civil Engineers, the Better Business Bureau since 2006, rated A+, and we have received certification from the South Florida Water Management District and Broward County as a Small Business Enterprise (SBE). We are a Minority-Owned Business licensed to conduct business in the state of Florida.

Respectfully,
Landshore® Enterprises, LLC

**SUBMIT BID TO:**

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

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-03 B

BID TITLE: STORMWATER MASTER PUMP STATION RECEIVING PONDS EROSION CONTROL PROJECT

BID OPENING DATE/TIME: - JANUARY 13, 2016 @ 2:00 P.M.

BUYER NAME: LYNDA CUMMINGS, SENIOR PROCUREMENT SPECIALIST

BUYER PHONE: 954-597-3570

BUYER EMAIL: lynda.cummings@tamarac.org

PRE-BID CONFERENCE/SITE INSPECTION: DECEMBER 15, 2015 @ 10:00 A.M., ROOM 107

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

GENERAL CONDITIONS

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

SEALED BIDS

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

BIDDER COMPANY NAME: LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION

COMPANY ADDRESS: 5601 POWERLINE ROAD, STE 301, FORT LAUDERDALE, FL 33309

COMPANY PHONE: (954) 327-3300

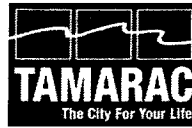
NAME OF AUTHORIZED AGENT: ROBERT NEGRON

TITLE OF AUTHORIZED AGENT: CHIEF OPERATING OFFICER

AUTHORIZED AGENT EMAIL ADDRESS: INFO@LANDSHORE.COM

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 03-0479268

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



BID FORM

BID NO. 16-03 B

**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

The City of Tamarac is hereby requesting Bids from qualified contractors for the restoration of the receiving ponds to their original design cross section/condition and the design and installation of an Articulated Concrete Block (aka cellular concrete mattress) Erosion and Sediment Control System at the three Master Stormwater pump Station receiving ponds.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a, plus a minimum of having performed three (3) verifiable projects of similar size and scope.

or

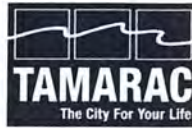
County: Certificate of Competency – Category 2d – Specialty Engineered Structural License, plus a minimum of having performed three (3) verifiable projects of similar size and scope.

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

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

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

**BID NO. 16-03 B**

**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

Bidder: LANDSHORE ENTERPRISES, LLC **Date:** 1/13/2016

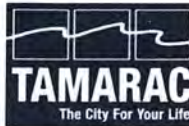
BID SCHEDULE

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price.

For each item, Bidder agrees to furnish all labor, material, tools and equipment necessary to properly perform the work described herein. The City reserves the right to award the total project, which includes the three Master Stormwater Pump Station Receiving Ponds (East, Central, & West), or individual Master Stormwater Pump Station Receiving Ponds. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner. Modification of this Bid Form-Schedule, other than the actual Schedule below, shall not be accepted.

We propose to furnish the following in conformity with the project description as described herein at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

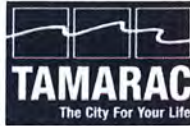
Item No.	Quantity	Description	Total Price
		EAST PUMP STATION RECEIVING POND	
1.	Lump Sum	MOBILIZATION/DEMOBILIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ <u>\$31,954.47</u>
2.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion	



		control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ <u>\$21,470.00</u>
3.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$11,616.00</u>
4.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$81,675.00</u>
	Subtotal	Sum of Items 1 through 4, which constitute the total cost of the East Pump Station Receiving Pond Improvements.	\$ <u>\$146,715.47</u>
		CENTRAL PUMP STATION RECEIVING POND	
5.	Lump Sum	MOBILIZATION/DEMOBILIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ <u>\$54,698.47</u>
6.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ <u>\$21,470.00</u>
Bidder: <u>LANDSHORE ENTERPRISES, LLC</u>			Date: <u>1/13/2016</u>



7.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$40,333.33</u>
8.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$206,250.00</u>
	Subtotal	Sum of Items 5 through 8, which constitute the total cost of the Central Pump Station Receiving Pond Improvements.	\$ <u>\$322,751.80</u>
		WEST PUMP STATION RECEIVING POND	
9.	Lump Sum	MOBILIZATION/DEMobilIZATION: Lump Sum Price for Mobilization/Demobilization work includes, but is not limited to; Bonds and Insurance, Maintenance of Traffic (MOT), movement of personnel & equipment, permits, temporary utilities, supplies, CONTRACTOR'S temporary office, project signage, safety equipment, first aid supplies, sanitary and other facilities as required by State and Local laws and regulations, lay down storage areas, and all incidentals necessary to the project site.	\$ <u>\$55,124.49</u>
10.	Lump Sum	DESIGN AND INSTALLATION AND MAINTENANCE OF STORMWATER POLLUTION PREVENTION MEASURES: Measurement of payment for the design, installation and maintenance of the stormwater pollution prevention measures (NPDES) shall be made at the contract lump sum price for the item, which price shall include full compensation for all professional services, materials, labor, equipment, tools, and all other incidentals necessary to maintain the Storm Water Pollution Protection Plan (SWPPP)/Notes, NPDES, and erosion control measures during all construction activities in accordance with the Contract Documents, City, County and Federal Guidelines.	\$ <u>\$21,470.00</u>
Bidder: <u>LANDSHORE ENTERPRISES, LLC</u> Date: <u>1/13/2016</u>			

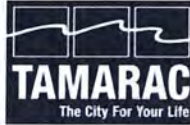


City of Tamarac

Purchasing and Contracts Division

11.	Lump Sum	EARTHWORK/GRADING/RESTORATION: Measurement of payment for this item shall be made at the contract Lump Sum price identified for Earthwork/Grading/Restoration (including sod, fencing, asphalt, concrete, etc.) as described herein or as necessary to complete the project as intended, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$36,575.00</u>
12.	Lump Sum	DESIGN AND INSTALLATION OF AN ARTICULATED CONCRETE BLOCK EROSION AND SEDIMENT CONTROL SYSTEM: Measurement of payment for this item shall be made at the contract Lump Sum price identified for the design, manufacture or purchase, and the installation of an articulated concrete block erosion and sediment control system as described herein, which price shall be full compensation for all materials, labor, excavation, equipment, tools, coordination with FPL, and all other appurtenances necessary to complete this item as intended.	\$ <u>\$216,562.50</u>
	Subtotal	Sum of Items 9 through 12, which constitute the total cost of the West Pump Station Receiving Pond Improvements.	\$ <u>\$329,731.99</u>
13.	Lump Sum	Consideration for Indemnification	\$ 10.00
GRAND TOTAL OF ITEMS 1 THROUGH 13			\$ <u>\$799,209.26</u>

TOTAL BASE BID\$ \$799,209.26Submitted by: LANDSHORE ENTERPRISES, LLCDate 1/13/2016



BID FORM
(continued)

BID NO. 16-03 B

**Stormwater Master Pump Station
Receiving Ponds Erosion Control Project**

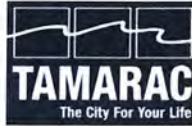
Submitted by: LANDSHORE ENTERPRISES, LLC

Date 1/13/2016

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

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

**BID FORM**
(continued)**BID NO. 16-03 B****Stormwater Master Pump Station**
Receiving Ponds Erosion Control ProjectBidder's Name: LANDSHORE ENTERPRISES, LLC**TERMS:** 1 % (percent discount, if any, if payment made within 10 DAYS;
otherwise, terms are NET 30 days.

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

☐ Yes ☒ No

Delivery/completion: 270 calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

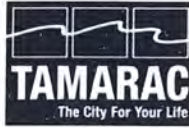
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

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

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

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

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



NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWARD)

ROBERT NEGRON being first duly sworn deposes and says that:

He/she is the CHIEF OPERATING OFFICER, (Owner, Partner, Officer, Representative or Agent) of LANDSHORE ENTERPRISES, LLC, the Offeror that has submitted the attached Proposal;

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

Signed, sealed and delivered in the presence of:

Kurt Witt
Witness

[Signature]
Witness

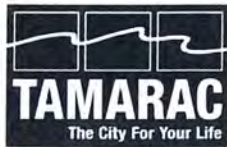
By [Signature]

ROBERT NEGRON

Printed Name

CHIEF OPERATING OFFICER

Title



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

ADDENDUM NO. 1

DATE: December 8, 2015

BID NO. 16-03 B
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No.16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project.

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

- I did not find any specifications on the size and type of ACB Mats or budgeted amount. Would this be listed on another document?

See bid document "Specifications" (Page 14) for information on requirements. As stated therein, the project should be bid as a design/built project. The Contractor's Engineer-of-Record will be required to provide detailed specifications on the size and type of ACB Mats necessary to complete the scope of work as set forth in Bid No. 16-03 B to restore ponds to their original shapes and cross sections. Budgeted funds are stated on Page 16 - \$500,000.

Please return and/or acknowledge this Addendum No.1 with your bid submittal due January 13, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.

Sincerely,

Keith K. Glatz
Purchasing and Contracts Manager

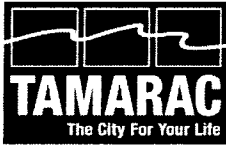
Please Acknowledge Receipt and Review of this Addendum:

Company Name: LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION

Authorized Signature: _____

Date: 1/13/2016

Printed Name: ROBERT NEGRON, CHIEF OPERATING OFFICER



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

ADDENDUM NO. 2

DATE: December 28, 2015

BID NO. 16-03 B
Stormwater Master Pump Station
Receiving Ponds Erosion Control Project

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No.16-03 B – Stormwater Master Pump Station Receiving Ponds Erosion Control Project.

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

SITE VISIT

There will be a site visit on January 4, 2016 at 10:00 A.M. Meet at the West Pump Station located at 10801 Southgate Boulevard, at the west end of Southgate Boulevard.

- 1. On sheet C-9 it refers to sheet C-10 for the new double swing gates. There are no specs for the fence as well. I wheeled the asphalt drive ways and they were 12' 10 inches wide not 12. Also all three fences looked good as well as the curb and gutter. Don't know why they need replaced along with the concrete driveways and concrete pad on sheet C-6.**

Answer: Sheets C-3, C-6, and C-9 are part of the original Craig A. Smith & Associates pump station design plans, which are provided for reference purposes only. With regard to the existing site conditions, the contractor will only be responsible for restoring damages that occur during construction. Please refer to the Description of Work and Specification for details on the project scope.

- 2. Would the City consider an alternate for hand laying blocks?**

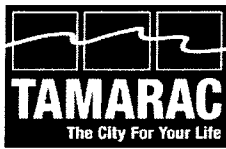
Answer: In accordance with the Bid Specifications, all mats, including angled mats and mats on corners, shall be connected using cable clamps.

- 3. Requests for additional information regarding the ponds.**

Answer:

Existing Culverts, diameter and sizes:

- 1. East Pump Station, 6601 Southgate Blvd. – Twin CMP with 84" Diameter each.***



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
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2. Central Pump Station, 8801 Southgate Blvd. – Single CMP with 84" Diameter.
3. West Pump Station, 10801 Southgate Blvd. – Single CMP with 84" Diameter.

Pumps with location:

1. East Pump Station, 6601 Southgate Blvd. – 2 Pumps, each with a design capacity of 35,000 GPM
2. Central Pump Station, 8801 Southgate Blvd. – 3 Pumps, each with a design capacity of 35,000 GPM
3. West Pump Station, 10801 Southgate Blvd. – 3 Pumps, each with a design capacity of 35,000 GPM

4. Tie into Headwalls:

Answer: Proposed ACB Mats shall tie into the existing concrete headwalls.

5. Definition of the term "Rope" used during the Pre-bid Meeting.

Answer: It is not actually rope. The term rope used in the meeting was referring to the material that holds the mats together after they are in place. It holds the mats together for installation and repair. It can be either poly or stainless cables. All mats, including angled mats and mats on corners, shall be connected using cable clamps. The clamp design and material shall be determined by the Engineer of Record.

6. Clarification – Define Engineer certified.

Answer: Project must be design, permitted and certified by a Professional Engineer (P.E.), licensed in the State of Florida.

7. What type of procedure should be used in placement along the Radius?

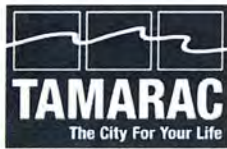
Answer: Radial or curvature installations (i.e. internal and external radii) shall be completed to provide continuous fabric contact and block to block interlock along the entire receiving pond embankment with grouted joints.

8. What type of mechanical anchoring should be utilized?

Answer: Mechanical anchoring shall be determined by the Engineer-of-Record

9. Site Visit

Answer: The City will conduct a site visit on January 4, 2016 at 10:00 A.M. Meet at the West Pump Station which is located at 10801 Southgate Boulevard the west end of Southgate Boulevard.



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

Please return and/or acknowledge this Addendum No. 2 with your bid submittal due **January 13, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Keith K. Glatz
Purchasing and Contracts Manager

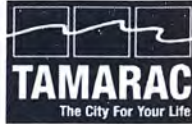
Please Acknowledge Receipt and Review of this Addendum:

Company Name: **LANDSHORE ENTERPRISES, LLC D/B/A EROSION RESTORATION**

Authorized Signature:

Date: **1/13/2016**

Printed Name: **ROBERT NEGRON, CHIEF OPERATING OFFICER**



ACKNOWLEDGMENT NON-COLLUSIVE AFFIDAVIT

State of Florida
County of BROWARD

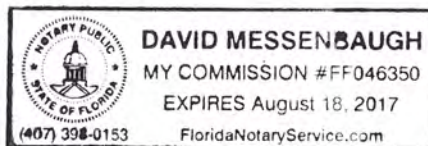
On this the 13 day of JANUARY, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared

Robert Negron and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



David Messenbaugh
NOTARY PUBLIC, STATE OF FLORIDA

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

- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

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

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☒CORPORATION ☐ OTHER ☐

If "Other" Explain: _____

Authorized Signature

LANDSHORE ENTERPRISES, LLC

Company Name

ROBERT NEGRON

Typed/Printed Name

5601 POWERLINE ROAD, STE 301

Address

(954) 327-3300

Telephone

FORT LAUDERDALE, FL 33309

City, State, ZIP

(954) 533-1556

Fax

03-0479268

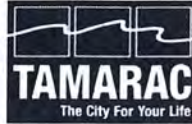
Federal Tax ID Number

INFO@LANDSHORE.COM

Email address for above signer (if any)

CGC1516249

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

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

Name of Company LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION
 Address 5601 POWERLINE ROAD, STE 301
 City State Zip FORT LAUDERDALE, FL 33309
 Telephone (954) 327-3300
 Fax Number (954) 533-1556

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

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

5601 POWERLINE ROAD, STE 306, FORT LAUDERDALE, FL 33309

4. Are you Certified? Yes ☒ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☒ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☒
 If Yes, explain: _____
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
 of the commodities/services bid upon? N/A
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☒ No ☐ If yes, explain (date, service/project, bid title etc.) CITY OF COCONUT CREEK, 2014, SOUTH CREEK MAINTENANCE DREDGING
CITY OF OPA-LOCKA, 2015, DESIGN/BUILD BURLINGTON STREET CANAL
CITY OF POMPANO BEACH, 2015, MUNICIPAL GOLF COURSE LAKE BANK REPAIRS
CITY OF LAUDERDALE LAKES, 2013, DESIGN/BUILD STORMWATER CANAL BANK STABILIZATION
9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: _____
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: _____



REFERENCES

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

Your Company Name	<u>LANDSHORE ENTERPRISES, LLC DBA EROSION RESTORATION</u>
Address	<u>5601 POWERLINE ROAD, STE 301</u>
City State Zip	<u>FORT LAUDERDALE, FL 33309</u>
Phone/Fax	<u>P. (954) 327-3300 F. (954) 533-1556</u>
 Agency/Firm Name:	 <u>CITY OF COCONUT CREEK</u>
Address	<u>5295 JOHNSON ROAD</u>
City State Zip	<u>COCONUT CREEK, FL 33063</u>
Phone/Fax	<u>P. (954) 956-1504 F. (954) 571 4146</u>
Contact Name	<u>MR. ASAAD AKAR, SENIOR PROJECT MANAGER</u>
 Agency/Firm Name:	 <u>CITY OF OPA-LOCKA</u>
Address	<u>780 FISHERMAN STREET</u>
City State Zip	<u>OPA-LOCKA, FL 33054</u>
Phone/Fax	<u>P. (305) 953-2868 F. (305) 953-2900</u>
Contact Name	<u>MR. AIRIA AUSTIN, PROJECT MANAGER CIP</u>
 Agency/Firm Name:	 <u>SEVERN TRENT SERVICES</u>
Address	<u>5911 COUNTRY LAKES DRIVE</u>
City State Zip	<u>FORT MYERS, FL 33905</u>
Phone/Fax	<u>P. (239) 245-7118 F. (239) 245-7120</u>
Contact Name	<u>MR. CHRISTOPHER PEPIN, DISTRICT ADMINISTRATOR</u>
 Agency/Firm Name:	 <u>WATERFORD MASTER OWNERS ASSOCIATION, INC.</u>
Address	<u>1424 GLENEAGLES DRIVE</u>
City State Zip	<u>VENICE, FL 34292</u>
Phone/Fax	<u>P. (941) 330-5126</u>
Contact Name	<u>MR. RON FAZZALARO, PRESIDENT OF HOA</u>
 Agency/Firm Name:	 <u>HOLE MONTES, INC.</u>
Address	<u>950 ENCORE WAY</u>
City State Zip	<u>NAPLES, FL 34110</u>
Phone/Fax	<u>P. (239) 254-2024 F. (239) 254-2099</u>
Contact Name	<u>MR. W. TERRY COLE, P.E., DISTRICT ENGINEER FOR FIDDLER'S CREEK CDD #1 & CDD #2</u>



VENDOR DRUG-FREE WORKPLACE

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

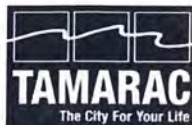
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid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

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

Authorized Signature

LANDSHORE ENTERPRISES, LLC

Company Name



CERTIFIED RESOLUTION

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

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

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

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

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

NAME	TITLE	SIGNATURE
<u>ANDRE VAN DEN BERG</u>	<u>CEO & MEMBER</u>	<u>[Signature]</u>
<u>ARELIS VAN DEN BERG</u>	<u>CFO & MEMBER</u>	<u>[Signature]</u>
_____	_____	_____

Given under my hand and the Seal of the said corporation this 13 day of JANUARY, 2016.

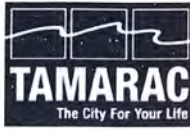
(SEAL)

By: [Signature]
Secretary

CFO & Member
Corporate Title

NOTE:

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

**TRENCH SAFETY FORM**

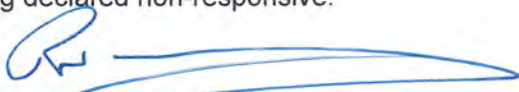
Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A. Reusable Steel Formworks 8' Section EA		8	\$ 1,000	\$ 8,000
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$ 8,000.00			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 1/13/2016


(Signature)

ACKNOWLEDGEMENT

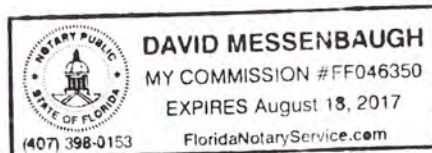
STATE OF: FLORIDA

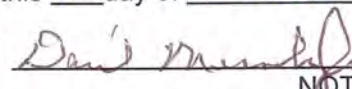
COUNTY OF: BROWARD

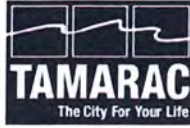
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROBERT NEGRON, who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this 13 day of JANUARY, 2016




NOTARY PUBLIC
My Commission Expires: 8/18/17



BID BOND

Bond #1377127

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, Landshore Enterprises, LLC
as Principal, and Talisman Casualty Insurance Company, LLC

as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of the State of Florida in the penal sum of:

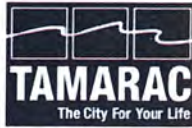
5% of Bid Amount of Seven hundred ninty-nine $\frac{26}{100}$ of nine thousand two hundred Dollars (\$ 799,209.26) lawful money on the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated January 13, 2016, for Bid No. 16-03 - Stormwater Master Pump Station - Receiving Ponds Erosion Control Project.

NOW, THEREFORE,

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


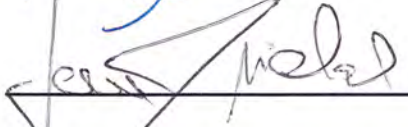
The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



**ACKNOWLEDGEMENT
BID BOND**

Signed and sealed this 13 day of January, 2016

IN PRESENCE OF:

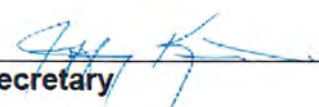



(AFFIX SEAL)

ATTEST:


Secretary

ATTEST:


Secretary

Landshore Enterprises, LLC

Principal

5601 Powerline Rd, Suite 301

Business Address

Fort Lauderdale, FL 33309

City/State/Zip

954 327-3300

Business Phone

Talisman Casualty Insurance Company, LLC

Surety*

By 

C.O.O. Chief operating officer
Title

Joseph Marcantel

Attorney-In-Fact*

By 



*Impress Corporate Seal

Attorney – In Fact No. 0001

POWER OF ATTORNEY

Issue Date 1/13/2016

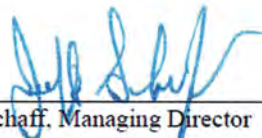
Certificate No. 1377127


KNOW ALL MEN BY THESE PRESENT: The **Talisman Casualty Insurance Company, LLC**, a Nevada Corporation, does hereby appoint

Joseph Marcantel, Attorney in Fact

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertaking and other documents of similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS THEREOF, TALISMAN CASUALTY INSURANCE COMPANY, LLC have executed and attested these presents this 30th day of December, 2013.


Jeff Schaff, Managing Director


Joseph Marcantel, Attorney in Fact



Extract from the By-Laws of **TALISMAN CASUALTY INSURANCE COMPANY, LLC**

Article 44, Section 78. – **FIDELITY AND SURETY BONDS** ...the Managing Director, any Director, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operation, shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

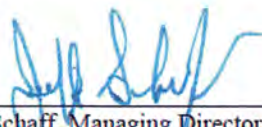
Extract from the Resolution of the Board of Directors of **TALISMAN CASUALTY INSURANCE COMPANY, LLC** adopted on December 30, 2013.


On any certificate executed by the Secretary or a assistant secretary of the Company setting out,

- (i) The provision of Article 44, Section 78 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Jeff Schaff, Managing Director of **TALISMAN CASUALTY INSURANCE COMPANY, LLC**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of the corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and the Resolution and the Power of Attorney are still in full force and effect.

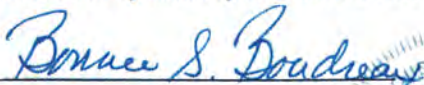
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation this 30th day of December, 2013.


Jeff Schaff, Managing Director


Joseph Marcantel, Attorney in Fact

On January 13, 2016, I Joseph Marcantel, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of Talisman Casualty Insurance Company, LLC described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he authorized the use of his electronic signature, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Signed:
Notary







d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

OTHER INFORMATION

State of Florida

Department of State

I certify from the records of this office that LANDSHORE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 5, 2002.

The document number of this limited liability company is L02000019882.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 11, 2016, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2016*



Ken DeFoner
Secretary of State

Tracking Number: CC7562378466

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that EROSION RESTORATION, LLC is a Fictitious Name registered with the Department of State on April 11, 2013.

The Registration Number of this Fictitious Name is G13000035011.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twelfth day of April, 2013*

Ken DeFuria

Secretary of State



Authentication ID: 800246711508-041213-G13000035011

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**DBA:**
Business Name: LANDSHORE ENTERPRISES, LLC**Receipt #:** 324-8853
Business Type: LAWN MAINTENANCE/LANDSCAPE
(LANDSCAPING/EROSION CONTROL
ET)**Owner Name:** ANDRE VAN DEN BERG
Business Location: 5601 POWERLINE RD STE 301
FT LAUDERDALE
Business Phone: 954-444-6005**Business Opened:** 09/15/2003
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees

3

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:LANDSHORE ENTERPRISES, LLC
5601 POWERLINE RD STE 301
FORT LAUDERDALE, FL 33309**Receipt #** 52A-14-00006622
Paid 08/11/2015 36.30**2015 - 2016**



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2015-2016

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1200105 Business Name: EROSION RESTORATION LLC
Business Address: 5601 NW 9 AVE # 306
Tax Category: LANDSCAPING Tax#: 733748 Fee:

EROSION RESTORATION LLC
LANDSHORE ENTERPRISES
5601 NW 9 AVE # 306
FORT LAUDERDALE, FL 33319

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1200105
Tax Number: 733748
Business Name: EROSION RESTORATION LLC
Business Address: 5601 NW 9 AVE # 306
Business Owner: VANDENBERG, ANDRE

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV

Better Business Bureau®

Start With Trust®



Landshore Enterprises, LLC

Valid Through
Mar 31, 2016

bbb.org



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1516249

ISSUED: 07/13/2014

CERTIFIED GENERAL CONTRACTOR
VIVEROS, MELQUIDEC ORLANDO
MCI CONTRACTORS, INC.

IS CERTIFIED under the provisions of Ch. 489 FS.

Expiration date : AUG 31, 2016

L1407130001521



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

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

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

PRODUCER	CONTACT NAME: Michael Wolfe
Bellwether Insurance Group, LLC	PHONE (A/C, No, Ext): (954) 800-6400
225 SE 15th Terrace	FAX (A/C, No): (954) 935-7597
	E-MAIL: info@bigins.cc
	ADDRESS:
Deerfield Beach FL 33441	INSURER(S) AFFORDING COVERAGE
	INSURER A: AmTrust North America
INSURED	INSURER B: Great American Alliance Insurance
Landshore Enterprises, LLC, DBA: Erosion Restoration	INSURER C: Torus Specialty Insurance Company
5601 Powerline Road	INSURER D:
	INSURER E:
Fort Lauderdale FL 33309	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL154200388 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			WPP1255687 00	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			WPP1255687 00	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XS 371829	4/1/2015	4/1/2016	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine			86106M150EQF	08/18/2015	4/1/2016	Leased or Rented 100,000

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

CERTIFICATE HOLDER

() -
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Wolfe/MW

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CERTIFICATE OF LIABILITY INSURANCE							Date 1/11/2016	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage			NAIC #
					Insurer A: Lion Insurance Company			11075
					Insurer B:			
					Insurer C:			
					Insurer D:			
			Insurer E:					
Coverages								
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER	
						E.L. Each Accident	\$1,000,000	
						E.L. Disease - Ea Employee	\$1,000,000	
						E.L. Disease - Policy Limits	\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
						Client ID: 91-68-365		
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Landshore Enterprises, LLC dba Erosion Restoration, LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.								
Project Name: ISSUE 01-11-16 (TD)								
Begin Date 4/27/2015								
CERTIFICATE HOLDER				CANCELLATION				
CITY OF TAMARAC 7525 NW 88TH AVENUE TAMARACV, FL 33321				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

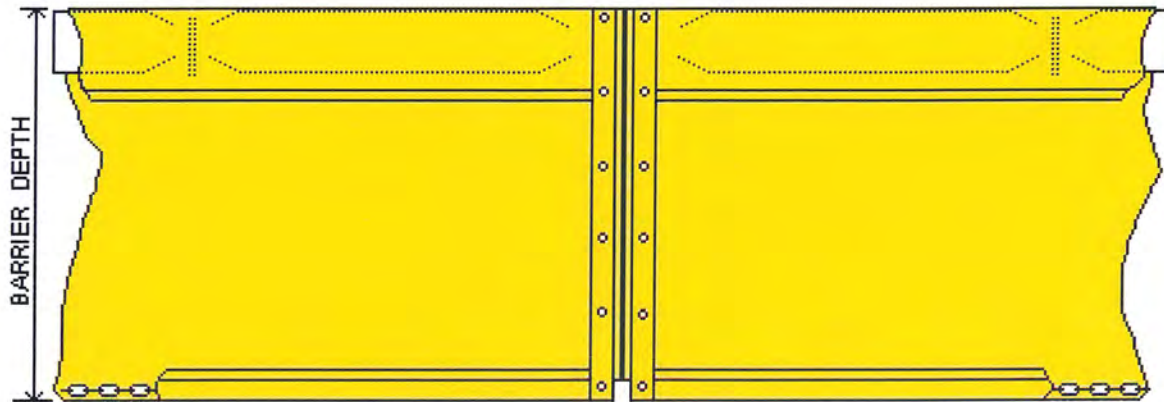


d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

MATERIAL SPECIFICATIONS



Floating Turbidity Barrier Type 1.DOT

Specifications

Fabric - 18 oz. nominal vinyl/polyester laminated having the following characteristics:

Construction - vinyl laminate on 9X9 1300 x 1300 denier scrim

Weight - 18 oz. per sq. yd. (423 gr./sq. m.)

Adhesion - 15 lb./in. (14daN/5 cm.)

Grab Tensile - 397 x 373 lb./in. (378 x 363 daN/5cm.)

Tongue Tear - 96 x 86 lb. (91 x 82 daN)

Hydrostatic - 385 psi (2674 kPa)

All seams heat sealed

5/8 inch diameter poly rope reinforced vertical edges

#4 brass grommets

1/4 in.(6.35mm) galvanized chain ballast

EPS flotation, 6 in. x 6 in., 15 lb./ft. (220N/m) buoyancy



RIP RAP

PRODUCT NOS. 1129-60, -61, -62 & -80; 1134-80

PRODUCT DESCRIPTION

QUIKRETE® Rip Rap is a commercial grade blend of graded sand and Portland cement, packaged in scrim-reinforced, biodegradable paper bags for erosion control applications.

PRODUCT USE

QUIKRETE® Rip Rap construction is suitable for:

- Slopes & Embankments
- Bulkheads
- River Banks
- Anchoring Underwater Cables
- Canals
- Revetment
- Lake Fronts
- Dams
- Sea Walls
- Culverts

QUIKRETE® Rip Rap benefits include:

- Free form construction technique allows for elimination of forming and finishing procedures
- Attractive finished wall appearance
- Ideal for remote inaccessible locations
- No mixing equipment required

SIZES

- QUIKRETE® Rip Rap
 - 80 lb (36.3 kg) Paper bags (#1129-80)
 - 60 lb (27.2 kg) Paper bags (#1129-60)
 - 60 lb (27.2 kg) Burlap bags (#1129-61)
 - 60 lb (27.2 kg) Poly bags (#1129-62)
 - 80 lb (36.3 kg) Scrim bags (#1134-80)
- 80 lb (36.3 kg) bag dimensions (filled): 20" long x 17" wide x 5" high (approximately.) A 2-foot vertical by 10-foot wide wall is roughly 5 bags high by 6 bags wide.

INSTALLATION

1. Outline the area to be excavated. Remove all grass, roots and other organic matter. Dig to a depth of 6" and bring the base of the trench to a uniform grade.
2. Place the first tier of bags end-to-end. Stack succeeding tiers in an interlocking fashion or running bond pattern.
3. Thoroughly soak and tamp each layer of bags. Perforating the bags with a pitchfork or metal rake will speed saturation and initial set.
4. To increase the strength of the wall, 3/8" steel rebar "staples" or straight rebar can be driven into the bags.

DIVISION 02

Erosion Control
02 37 0



Slope and Embankment Erosion Control:

When using QUIKRETE® Rip Rap on a slope, bags should be placed in a stair-step fashion, setting back succeeding rows to the full height of the slope at a minimum of 45° from vertical. Place bags in a running bond pattern with ends butted together and corners interlocking. Anchor each bag to the slope with 3/8" rebar and back fill with dirt to assure a solid bank. The use of geo-grid fabric will improve the stability of the installation.

PRECAUTIONS

QUIKRETE® Rip Rap is not intended for un-reinforced vertical walls higher than 2 feet, vertical walls can be extended to 10 feet and higher with proper engineering design. Installations over 2 feet typically require metal stakes to secure the first layer to the ground, metal staples and horizontal metal ties into the vertical soil mass. **Not intended for use for building foundations, structural or free-standing walls.**

WARRANTY

The QUIKRETE® Companies warrant this product to be of merchantable quality when used or applied in accordance with the instructions herein. The product is not warranted as suitable for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is limited to the replacement of its product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim under this warranty, notice must be given to The QUIKRETE® Companies in writing. This limited warranty is issued and accepted in lieu of all other express warranties and expressly excludes liability for consequential damages.

The QUIKRETE® Companies
One Securities Centre
3490 Piedmont Rd., NE, Suite 1300; Atlanta, GA 30305
(404) 634-9100 • Fax: (404) 842-1425

* Refer to www.quikrete.com for the most current technical data, MSDS, and guide specifications

Mirafi® FW404



Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

TenCate Geosynthetics Americas Laboratories are accredited by a2La (The American Association for Laboratory Accreditation) and Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780)	315 (1402)
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (5118)	
			Minimum Roll Value	
Percent Open Area	COE-02215	%	1.0	
Permittivity	ASTM D4491	sec ⁻¹	0.90	
Flow Rate	ASTM D4491	gal/min/ft ² (l/min/m ²)	70 (2852)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.425)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	90	

Physical Properties	Unit	Roll Size
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.57 x 91.4)
Roll Area	yd ² (m ²)	500 (418)

Approved for FDOT D-1 a, D-2 a and D-3 a

APL Certification Number: 985-006-001, 985-007-001, 985-008-001

Percent Open Area (COE-02215) is not covered by our current A2LA accreditation.

Disclaimer: TenCate assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. TenCate disclaims any and all express, implied, or statutory standards, warranties or guarantees, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or information furnished herewith. This document should not be construed as engineering advice.

Mirafi® is a registered trademark of Nicolon Corporation.

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365 South Holland Drive
Pendergrass, GA 30567

Tel 706 693 2226
Tel 888 795 0808

Fax 706 693 4400
www.tencate.com

FGS000015
ETQR29



GAI-LAP-25-97



Testing Lab 1291.01 & 1291.02

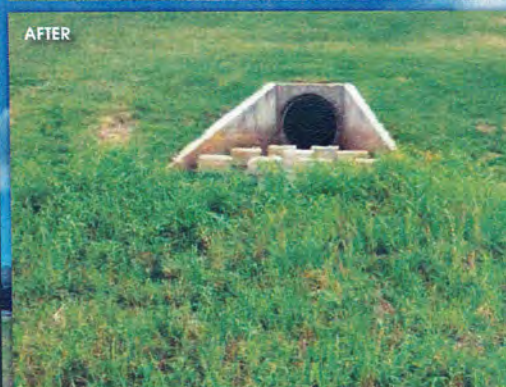


BOAT RAMP



ACCESS ROAD

Effective Erosion Control



AFTER



BEFORE
DIVERSION CHANNEL



Strong, Reliable & Cost-Effective

Effective Erosion Control - As an innovator in the field we have developed a highly effective product to protect against erosion with our Cable Concrete®. With our comprehensive approach to erosion control, we look at not only emergency erosion problems but long term solutions to erosion problems.

Customers choose us as a leader in Cable Concrete® manufacturing because...

- Our patented technology controls emergency and long-term erosion.
- Our concrete mats can be used for multiple applications.
- Our technology is cost effective and weather resistant.
- We are a leader in our industry.
- We deliver our materials in a timely manner and strive always for customer satisfaction.

How does it work?

For our Cable Concrete® mat to provide maximum protection, the mat in combination with a needle punched polyester geotextile fabric must pair up.

The geotextile allows moisture in the subsoil to drain, which prevents a buildup of hydraulic pressure beneath the concrete mat.

Subgrade material is kept intact through the weight of the Cable Concrete® and the separating ability of the geotextile layer. This durable and reliable shield protects the subgrade material from intense water velocity and persistent wave action.

In order to provide maximum effectiveness in erosion control the Cable Concrete® must keep uniform pressure on the geotextile and subgrade material at all times. Due to its integrated design Cable Concrete® will easily conform to any surface changes caused by freeze-thaw cycles.

For the Best in Quality Erosion Control,
Contact International Erosion Control Systems, Inc.
855.768.1420 www.iecsusa.com

**CABLE
CONCRETE®**
Articulated Concrete Block System

Easy Installation

Cable Concrete® is exceptionally easy to install above or below water level. Since onsite assembly is not required, labor costs are kept to a minimum.

✓ SITE PREPARATION

This system can be installed over existing subgrade material with minimal grade preparation.

✓ DEPENDABLE STABILITY

If required our Cable Concrete® with its integrated cable allows easy interlocking of multiple mats to form a single strong unit which will cover any impacted area. We recommend clamping for maximum stability.

✓ VERSATILITY

Designed to be used wherever erosion occurs, our Cable Concrete® system can be easily adapted and cut to fit smaller areas to conform to irregular shapes or allow for drainage pipes.

✓ ANCHORING

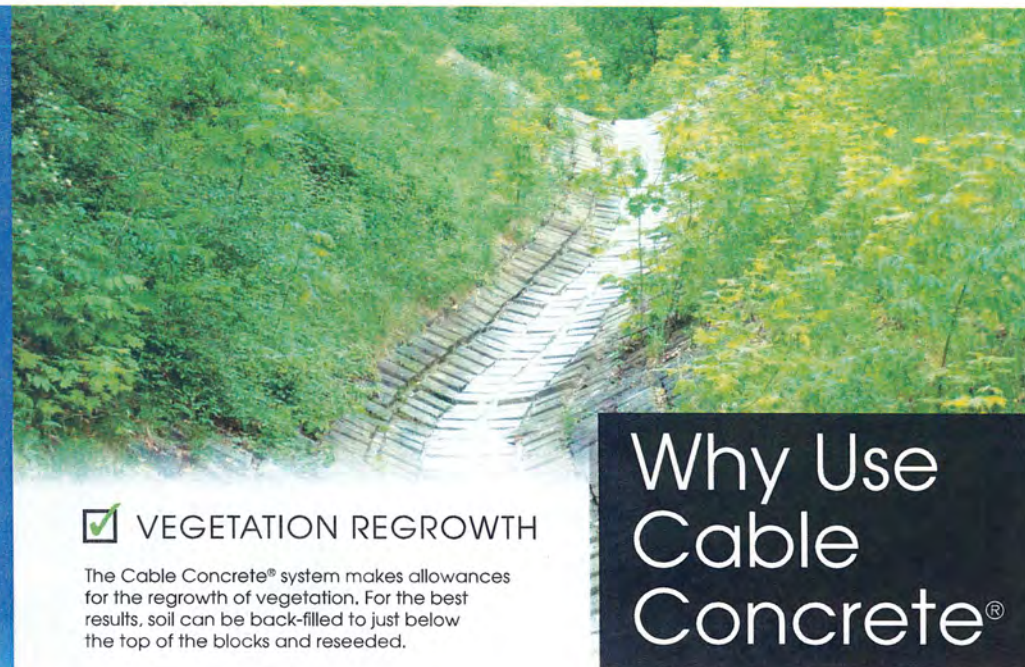
Some installations may require anchoring to reinforce stability, to meet those needs, the integrated cable in Cable Concrete® is easily accessible.

✓ VEHICLE TRAFFIC

Cable Concrete® was built to take vehicle traffic. Thanks to the integrated cable, weight is distributed throughout the system. This feature means that low water crossings and riverbeds are easily constructed.



www.iecsusa.com



Why Use Cable Concrete®

✓ VEGETATION REGROWTH

The Cable Concrete® system makes allowances for the regrowth of vegetation. For the best results, soil can be back-filled to just below the top of the blocks and reseeded.

- ✓ **Quality:** The quality concrete and cable materials that go into creating this erosion control system are what make it such a highly functional, versatile and sustainable product.
- \$ **Cost effective:** Whether you have a severe or minor erosion problem, our technology offers an affordable solution.
- ★ **Quality Product:** We use top-notch materials with our Cable Concrete® mats, and it shows in the effectiveness and durability of our product.
- ⚙️ **Easily Maintained:** Whether vegetated or rock-filled, our cable mats are easy to maintain.
- 🌧️ **Weather Proof:** Our materials are highly resistant to ice damage and freeze-thaw cycles.
- 🛡️ **Safety:** Safe for humans to walk or drive on, safe for animals in their natural habitats and safe for the environment. The gaps can be filled with vegetation or stone, which makes it that much more transplantable into the land, thus reducing accidents and hazards.
- ♻️ **Removable and Reusable:** Our mats can be removed and reused on future sites.

**CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
BID NO. 16-03 B
Stormwater Master Pump Station Receiving Ponds
Erosion Control Project**



Title - TR12731 - Central Parc South: Model Sales

Item No. 6 (b) on the Consent Agenda. (TR12731) A Resolution of the City of Tamarac, Florida, granting a Model Sales permit for the Central Parc South residential development, located on the south side of Commercial Boulevard and west of the Florida Turnpike for a period of six (6) months; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Assistant Community Development Director Frank Zickar***

Commission District(s):

District 1

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12731 - Memo	2/10/2016	Cover Memo
▣ TR12731 - Resolution	2/10/2016	Resolution
▣ TR12731 - Landscape Plan Sheet L-1	2/10/2016	Backup Material
▣ TR12731 - Landscape Plan Sheet L-2	2/10/2016	Backup Material
▣ TR12731 - Landscape Plan Sheet L-3	2/10/2016	Backup Material
▣ TR12731 - Site Plan Sheet SP-1	2/10/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 16-02-
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: February 10, 2016

FROM: Maxine A. Calloway,
Director of Community Development

RE: Central Parc South – Model Sales
Permit

CASE#: 1-MS-16 **Temp Reso. No.** 12731

MF#: 05-03

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Model Sales Permit for the Central Parc South project at its February 24, 2016 meeting.

ISSUE: The applicant, SPL Holdings, LLC, is requesting approval of a Model Sales Permit for the Central Parc South residential development pursuant to Section 24-613 of the City's zoning code.

BACKGROUND: The Central Parc residential development was approved for a total of two-hundred and thirty-nine (239) detached single-family units by Resolution No. 2015-79 on September 9, 2015. Model Sales Permit proposal consists of 1) one (1) sales trailer building, a parking lot comprised of seventeen (17) parking spaces, and three (3) model homes located along N.W. 55 Place and 2) three (3) model homes and sixteen (16) parking spaces adjacent to the future pool/cabana area on N.W. 48 Lane. The proposed models consist of residential Models "B", "D" and "E" along N.W. 55 Place and Models "A", "C" and "F" along N.W. 48 Lane (see attached Site Plan). The Central Parc South residential development is located on the south sides of Commercial Boulevard and west of the Florida Turnpike.



Pursuant to Section 24-613 of the City zoning code, a permit for a temporary model, sales and administrative or operational uses may be granted for a period of six (6) months, renewable upon application for additional six (6) month periods, provided that the temporary use does not continue upon completion of the project.

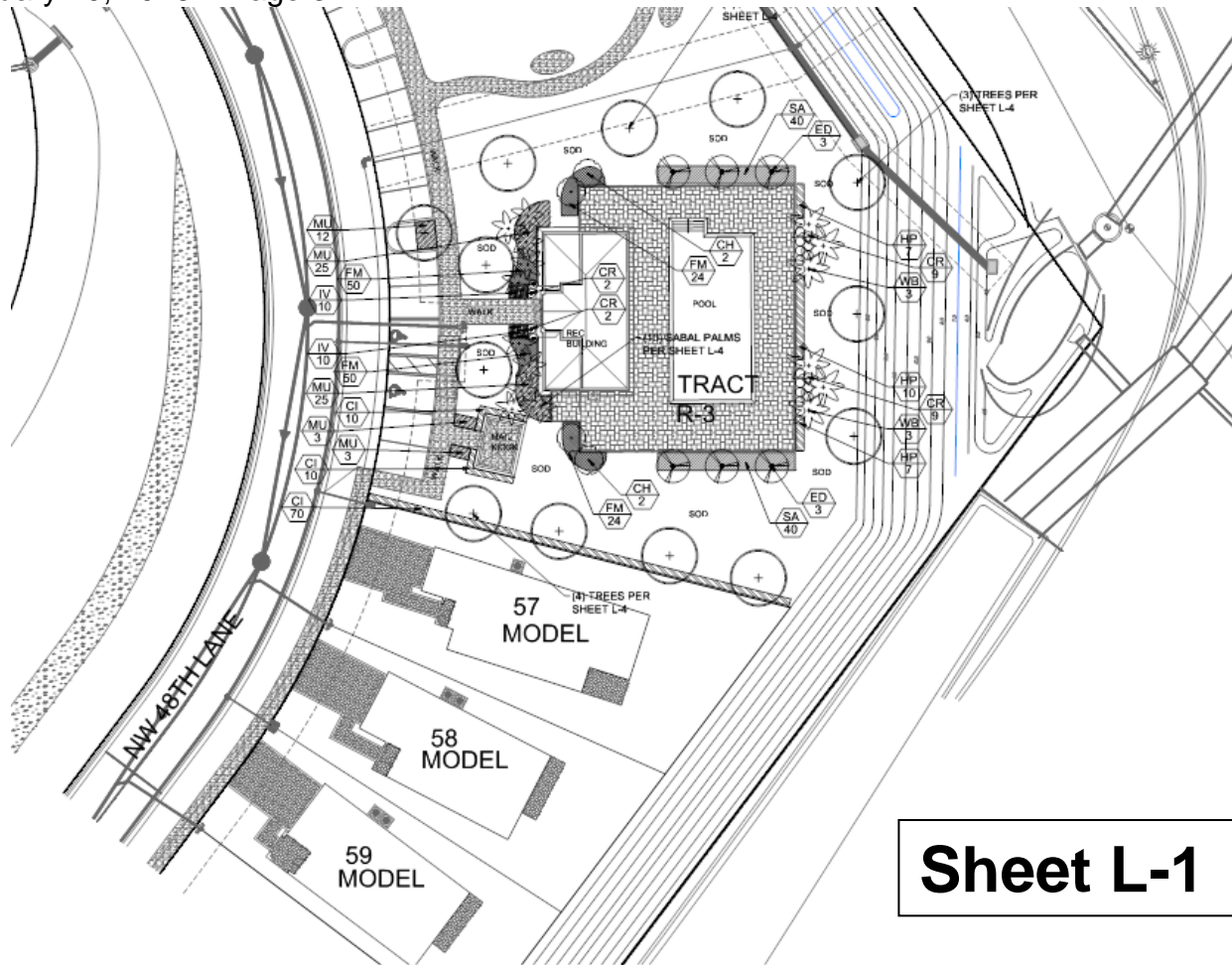
ANALYSIS: The proposed model sales areas will be located within Central Parc South along the northern portion of this development off of N.W. 55 Place and N.W 48 Lane south of Commercial Boulevard. Section 24-613 of the City's Zoning Code requires that each application for temporary use shall contain proof or documentation as to the following, which has been furnished by the applicant:

- The project, if residential, shall consist of a minimum of ten (10) dwellings or dwelling units.
- The program for completion of the project contemplates continuous construction
- A valid unexpired site plan showing:
 - All items shown on the original site plan approved pursuant to [chapter 10](#);
 - The layout of a paved parked area (with appropriate landscaping) having a minimum of ten (10) spaces plus two (2) additional spaces for each additional model after the first model unit in a single-family residential development; or ten (10) spaces plus three (3) additional spaces for each model after the first model unit for multiple-family residential units; or two (2) parking spaces plus one (1) additional parking space for each one hundred (100) square feet of commercial project; and one (1) layer of coarse asphalt over all parking surfaces;
 - Traffic circulation in and around the parking area;
 - A circle drawn around each model encompassing all property within three hundred (300) feet of the model in a multifamily development, or one hundred fifty (150) feet from each model in a single-family development, both measured in the manner set forth in subsection (d) below.
- A landscape plan showing all items on the originally approved landscape plans plus any other landscaping proposed to be installed with the model complex or the temporary use. A separate drawing showing the required site plan information for the model units' surrounding area in larger scale may be requested by the city planner to assist in review of the application.
- That such temporary use will be solely in furtherance of the completion and sale of the project, or as stated in subsection (a) above.
- Such other information or data as may be required by the city.

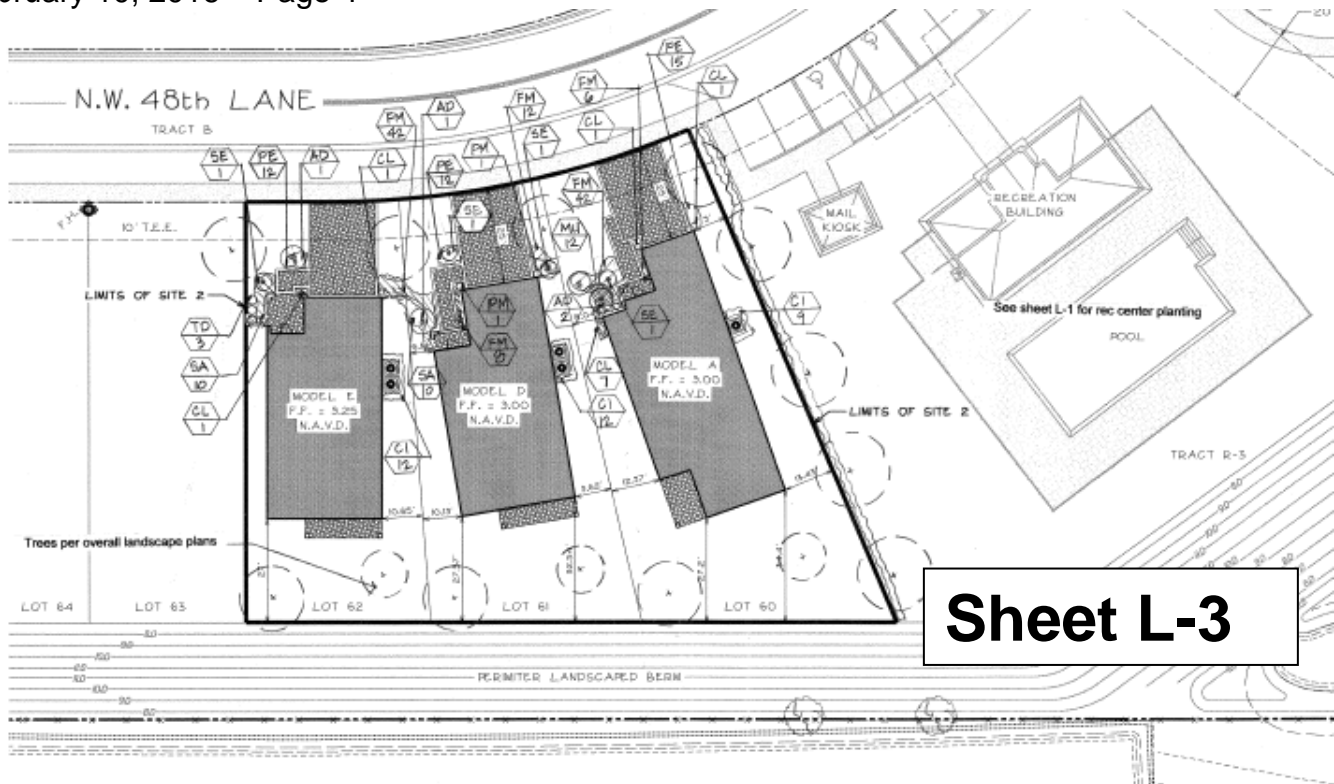
A brief summary analysis of this application is provided below.

Pool/Cabana Area and Models "A", "C" and "F"

The pool/cabana and associated parking area will be constructed and landscaped concurrently with the sales trailer and model homes to provide the required parking for the model homes. Models "A", "C" and "F" will be constructed adjacent to the pool/cabana area (see attached landscape plan L-1 and L-3 and below).

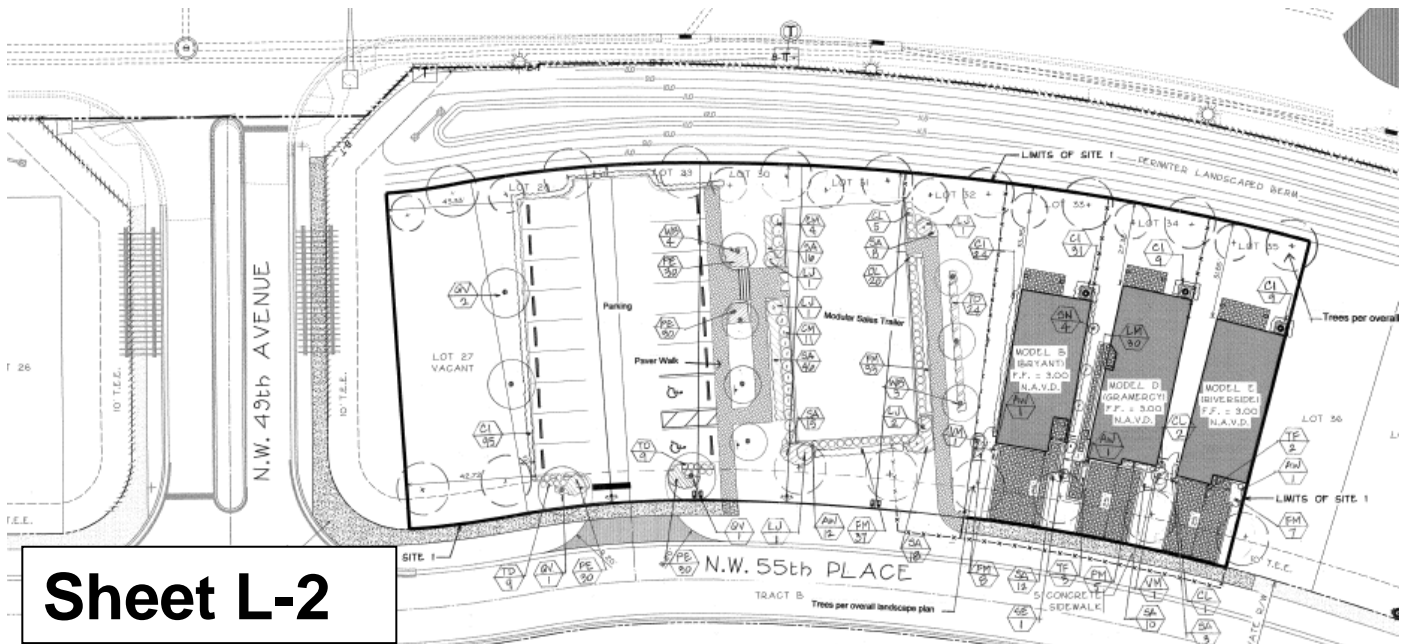


Sheet L-1



Model Sales Trailer and Models “B”, “D” and “E”:

The applicant is proposing to install additional landscaping around the model sales area including the sales trailer and associated parking lot as well as around each of the remaining three (3) model homes “B”, “D” and “E” (see attached Landscape Plans L-2 and below). The additional landscaping will enhance the sales area and provide an attractive screen to the temporary sales trailer and parking lot.



CONCLUSION: Staff recommends that the City Commission approve the Model Sales Permit for the Central Parc South Development. The application complies with the requirements of the City's Code of Ordinances. The proposed application is consistent with Comprehensive Plan Policy 1.5 of the Future Land Use Element of the 2007 City of Tamarac Comprehensive Plan to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code, which promote the highest standards of urban development and community aesthetics. The proposed amendments also supports the City's Strategic Plan, Goal #5 providing for "A Vibrant Community" by being accessible and responsive to our neighborhood and business partners and developing an understanding of the unique needs of each neighborhood and commercial area.

FISCAL IMPACT: There will be no direct budgetary impact. This application is being funded by an application/processing fee.



Maxine A. Calloway
Director of Community Development

MAC/FZ/alg

Attachment: Temporary Resolution No. 12731
Landscape Plan Sheets L-1, L-2 and L-3
Site Plan Sheet SP-1

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY OF TAMARAC, FLORIDA, GRANTING A MODEL SALES PERMIT FOR THE CENTRAL PARC SOUTH RESIDENTIAL DEVELOPMENT, LOCATED ON THE SOUTH SIDE OF COMMERCIAL BOULEVARD AND WEST OF THE FLORIDA TURNPIKE FOR A PERIOD OF SIX (6) MONTHS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 24-613 of the City's Code of Ordinances (the "Code") provides for the approval of a temporary model, sales and administrative or operational uses; and

WHEREAS, SPL Holdings, LLC (the "applicant") has requested a Model Sales Permit for a sales trailer building, parking lot, six (6) model sales homes and associated parking and landscaping in the Central Parc South residential development (the "application") located on the south side of Commercial Boulevard and west of the Florida Turnpike, in accordance with Section 24-613 of the Code; and

WHEREAS, the Director of Community Development has deemed the application in compliance with Section 24-613 of the Code and has recommended approval of the application in a staff report; and

WHEREAS, the City Commission has reviewed this resolution at a duly noticed hearing and determined that it is consistent with the City's Code; and

WHEREAS, the City Commission hereby finds and declares that adoption of this resolution is necessary, appropriate and advances the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2: The City Commission hereby approves the Model Sales Permit for the Central Parc South residential development, located on Commercial Boulevard and west of the Florida Turnpike for a period of six (6) months.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflicts.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

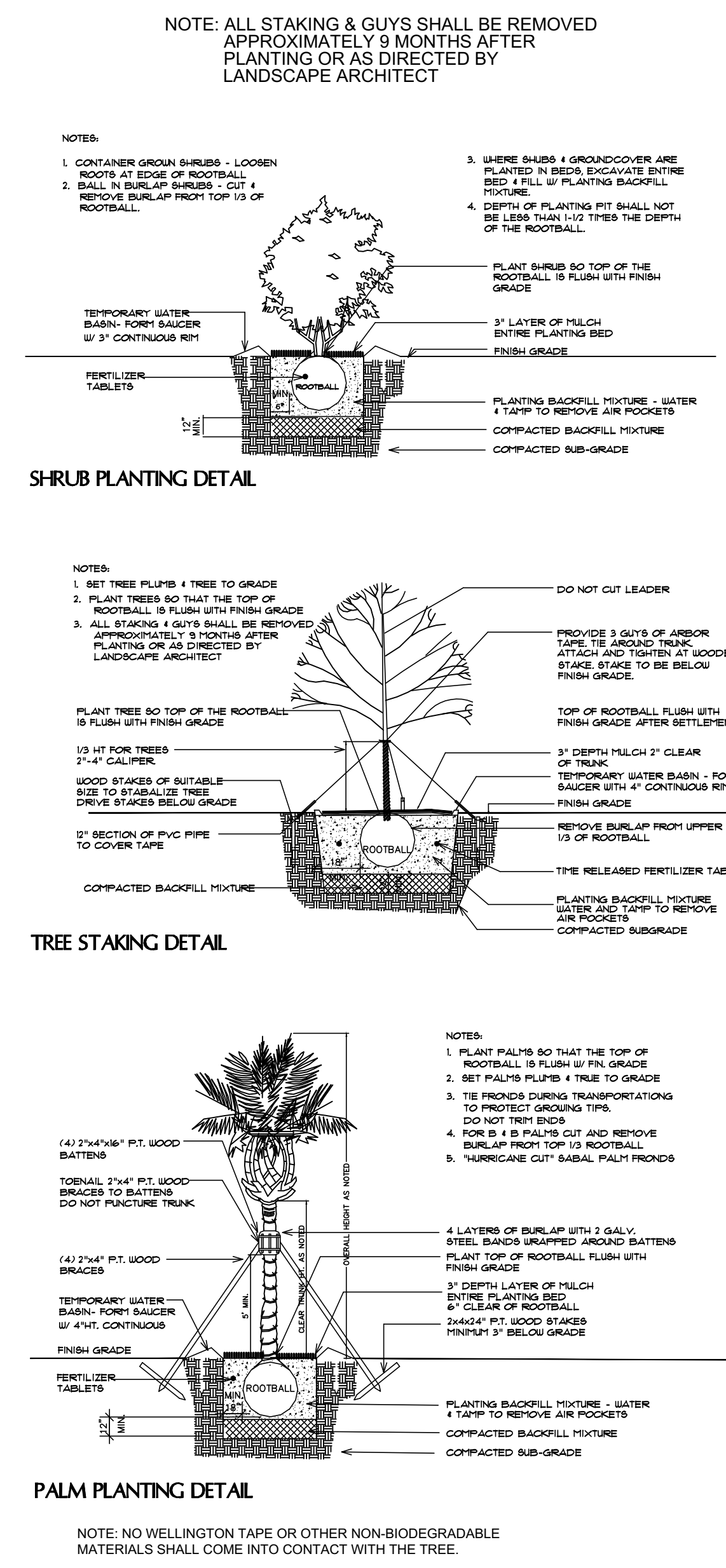
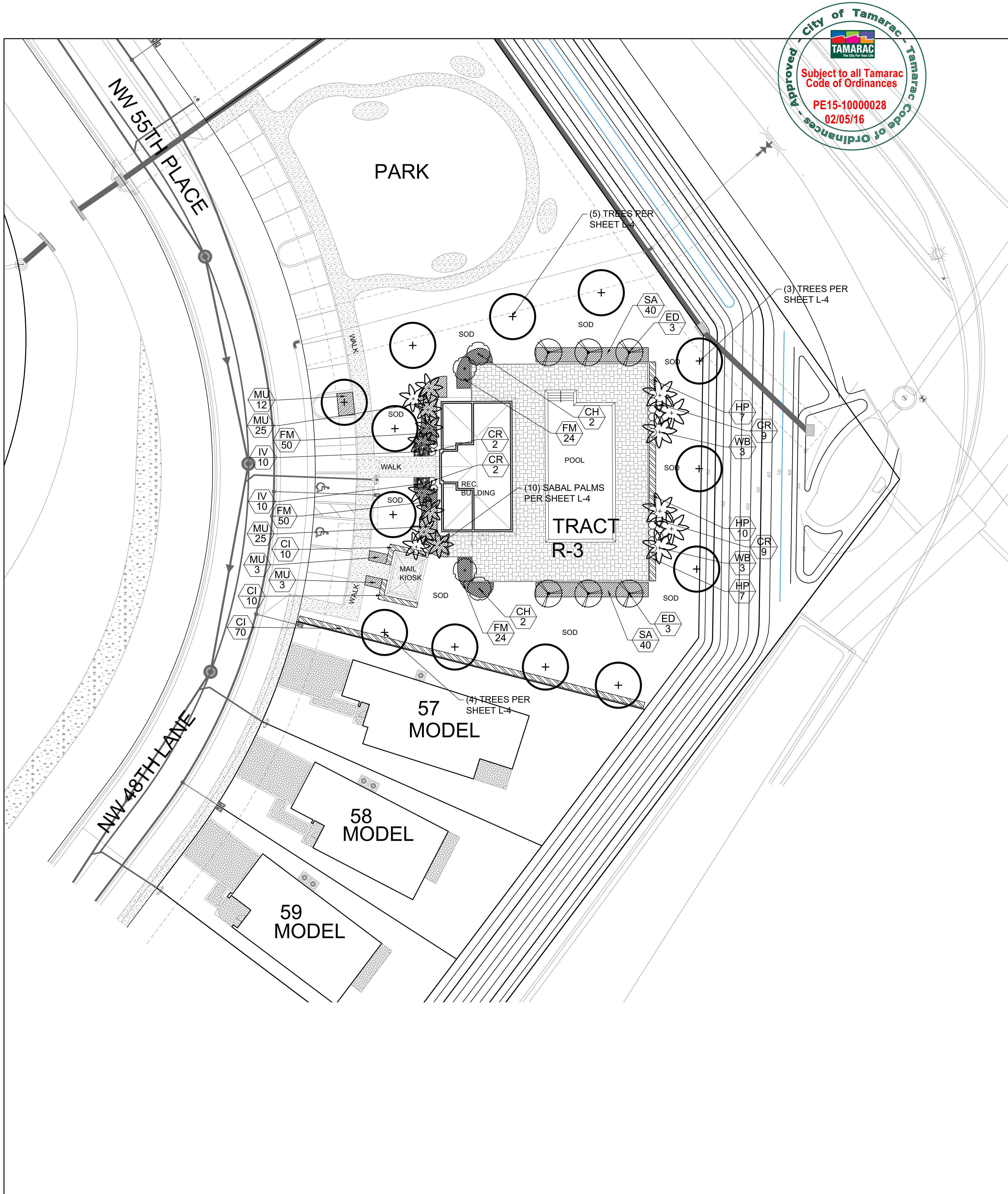
BY: _____
HARRY DRESSLER
MAYOR

ATTEST:

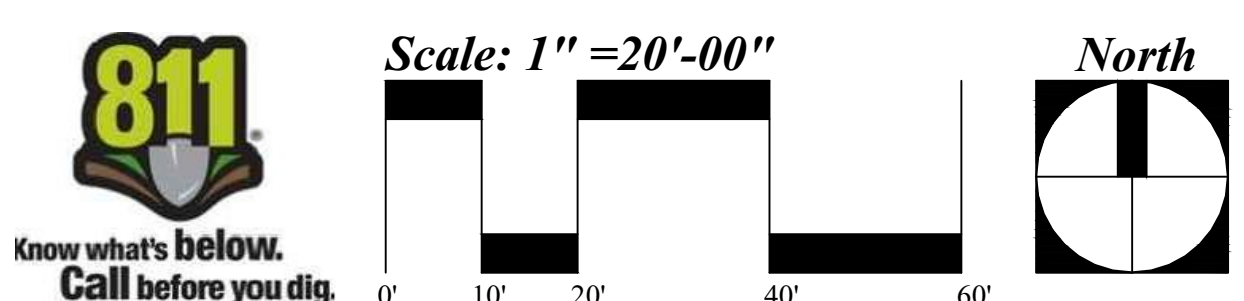
PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY



Plant List				
Sym	Qty	Botanical / Common Name	Size	Native
CH	4	Calliandra haematocephala / Powder Puff	8' Ht. x 3' Spr., 1 1/2" Cal.	No
ED	6	Elaeocarpus decipens / Japanese Blueberry Tree	10' Ht. x 5' Spr., 2" Cal.	No
WB	6	Wodyetia bifurcata / Foxtail Palm	14'-18' OA Ht., Vary Heights	No
CI	90	Chrysobalanus icaco / Cocoplum	24" x 24", 24" O.C.	Yes
CR	22	Crinum augustum 'Queen Emma' / Crinum Lily	30" x 24", 24" O.C.	No
FM	148	Ficus microcarpa 'Green Island' / Green Island Ficus	14" x 14", 24" O.C.	No
HP	24	Hamila patens / 'Compacta' Fire Bush	24" x 24", 24" O.C.	Yes
MU	68	Muhlenbergia capillaris / Muhly Grass	24" x 24", 24" O.C.	Yes
SA	80	Schefflera arboricola 'Trinette' / Variegated Arboricola	24" x 24", 24" O.C.	No
Sod		St. Augustine		
Mulch		Shredded Melaleuca or Eucalyptus		



PREPARED BY:

Kimberly Moyer, RLA
Landscape Architecture
(954) 492-9609
Lic. No. #LA0000952
Affidavit Serial #: CE8E92430ABD1E8DC0B6

PREPARED FOR:

13th Floor Investments
4949 SW 75th Avenue
Miami, FL 33155

Kimberly Moyer
Digitally signed by Kimberly Moyer
Date: 2015.11.30 13:04:18 -05'00'

CENTRAL PARC SOUTH
RECREATIONAL BUILDING

TAMARAC, FLORIDA

LANDSCAPE
PLAN

DATE: SEPT. 30, 2015

PROJECT NUMBER:

DRAWN BY: J.B.E.

CHECKED BY: K.M.

SCALE: 1"=20'-00"

REVISION: DATE: BY:

1

2

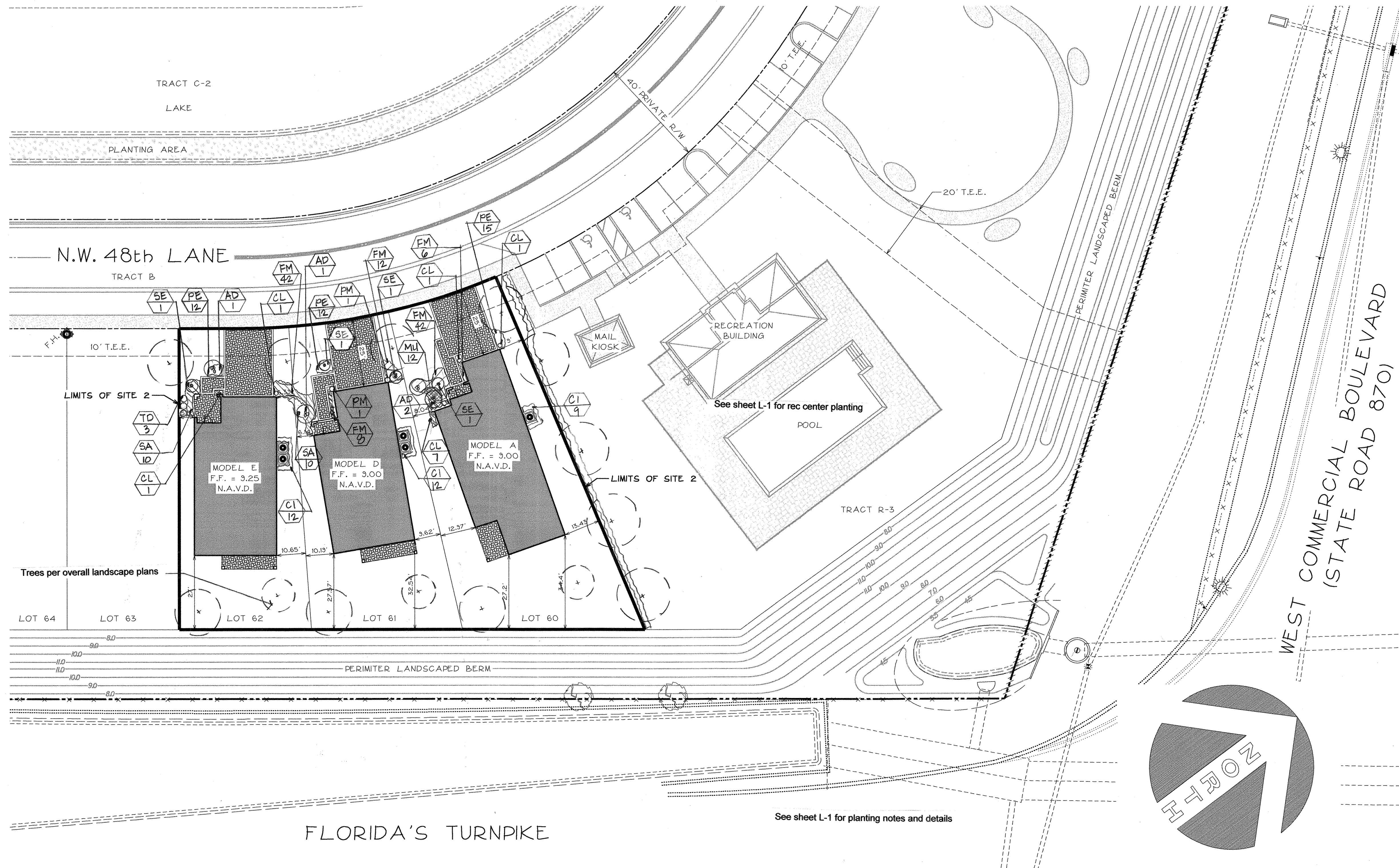
3

4

5

SHEET NUMBER:
L-1

Plant List Site 1				
Sym	Qty	Botanical/ Common Name	Size	
QV	4	Quercus virginiana/ Live Oak	12" Ht x 5" Spr, 2" dbh	
WOB	7	Wyodyetia bifurcata/ Foxtail Palm	18" OA HT, matched	
VM	2	Veitchia montgomeryana/ Montgomery Palm	12' 16" OA HT, double trunk	
SN	4	Streitzia nicotia/ Giant Bird of Paradise	6-16 H stem min, full	
LJ	6	Ligustrum japonicum/ Tree Privet	6' Ht, multitrunk	
AW	15	Acalypha wilkesiana/ Copperleaf	24" x 24"	
ME	85	Ficus microcarpa 'Green Island'/ Green Island	12" x 14", 18" O.C.	
SE	1	Senna polyphylla/ Desert Cassia	5' Ht, std	
SA	128	Schefflera arboricola 'Trinette'/ Var. Arboricola	24" x 20", 24" O.C	
PM	5	Podocarpus macrophyllus/ Podocarpus	24" x 24"	
LM	30	Liriope muscari 'Evergreen Giant'/ Giant Lily Turf	14" x 14", 15" O.C.	
TD	42	Tripsacum dactyloides/ Fakahatchee Grass	24" x 24"	
PE	120	Pentas lanceolata/ Dwarf Pentas	12" x 9", 12" O.C.	
TF	5	Paspalum floridanum/ Florida Gamma Grass	18" x 18", 24" O.C.	
CM	15	Caryota mitis/ Fishtail Palm	6' Ht, full	
CL	28	Clusia guttifera/ Small Leaf Clusia	24" x 24", 24" O.C.	
CI	168	Chrysobalanus icaco/ Cocoplum	24" x 24", 24" O.C.	
Sod		St Augustine 'Floritam'		
Mulch		Shredded eucalyptus or melaleuca mulch		



Plant List Site 2			
Sym	Qty	Botanical/ Common Name	Size
AD	4	Adonia merrilli/ Christmas Palm	10' OA Ht, triple
FM	110	Ficus microcarpa 'Green Island'/ Green Island	12" x 14", 18" O.C.
SE	4	Senna polyphylla/ Desert Cassia	5' Ht, std
SA	20	Schefflera arboricola 'Trinette'/ Var. Arboricola	24" x 20", 24" O.C.
PM	2	Podocarpus macrophyllus/ Podocarpus	24" x 24"
TD	3	Tripsacum dactyloides/ Fakahatchee Grass	24" x 24"
PE	39	Pentas lanceolata/ Dwarf Pentas	12" x 9", 12" O.C.
MU	12	Mulenbergia capillaries/ Mulhy Grass	18" x 18", 24" O.C.
CL	11	Clusia guttifera/ Small Leaf Clusia	24" x 24", 24" O.C.
CI	33	Chrysobalanus icaco/ Cocoplum	24" x 24", 24" O.C.
Sod		St Augustine 'Floratan'	
Mulch		Shredded eucalyptus or melaleuca mulch	

Models Site 2
Scale 1"= 20'-0"

PREPARED BY:
Kimberly Moyer, RLA
Landscape Architecture
(954) 492-9609
Lic. No. #LA0000952
Affidavit Serial #: CE8E92430ABD1E8DC0B6

PREPARED FOR:
13th Floor Investments
4949 SW 75th Avenue
Miami, FL 33155

Kimberly Moyer
Digitally signed by Kimberly Moyer

Date: 2015.11.30 13:08:04 -05'00'

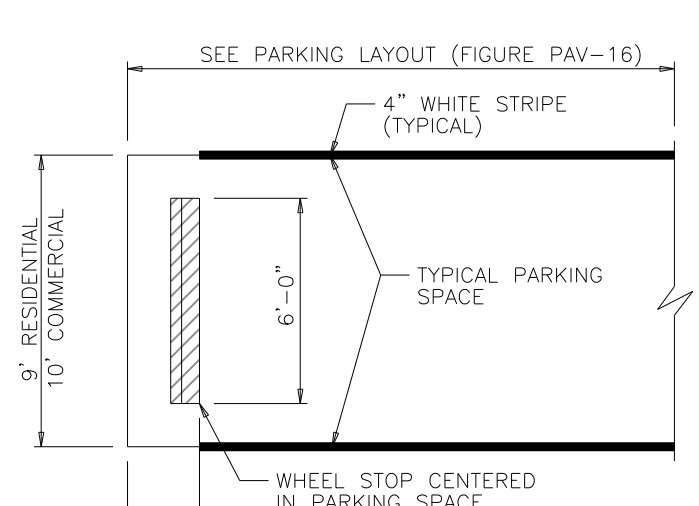
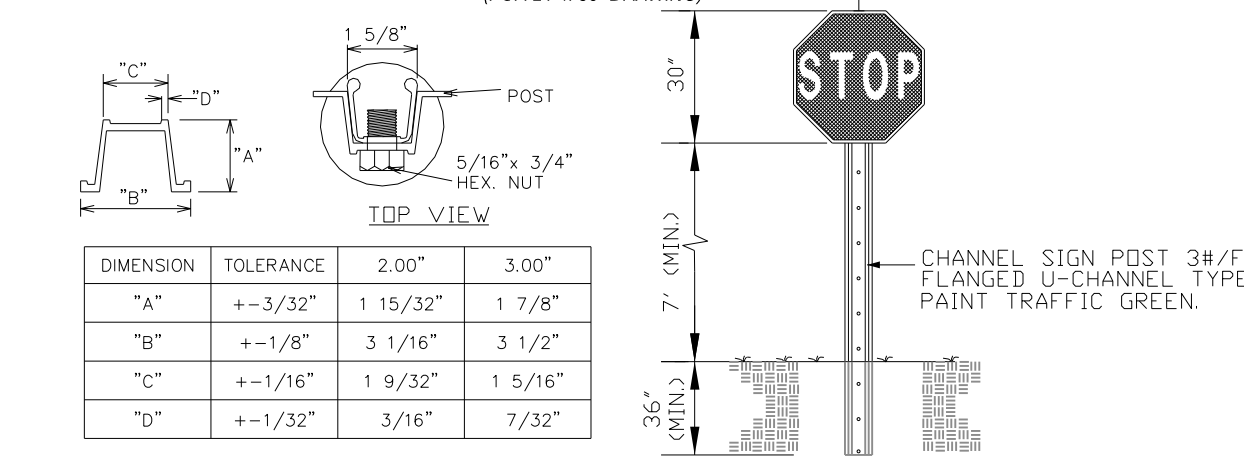
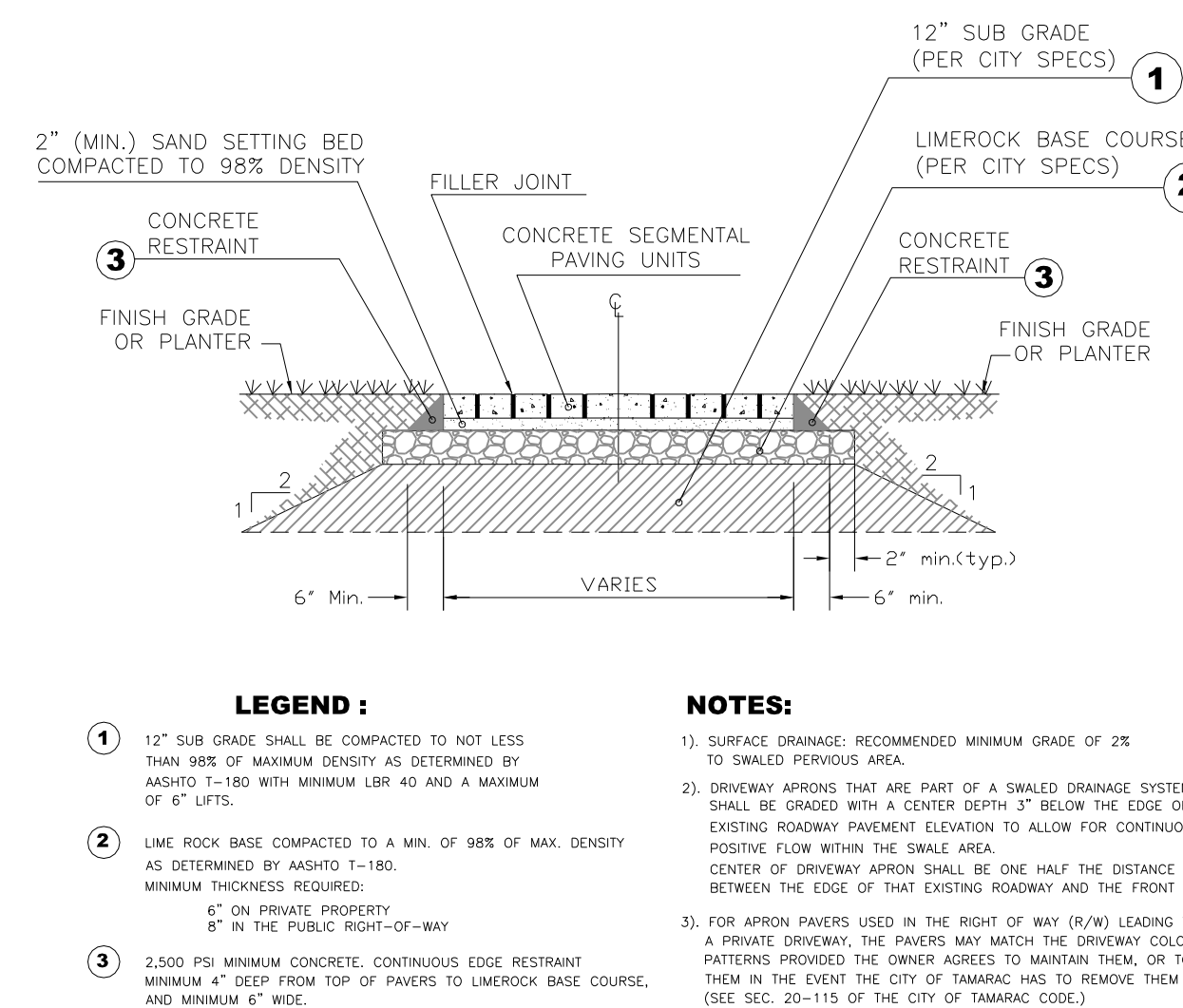
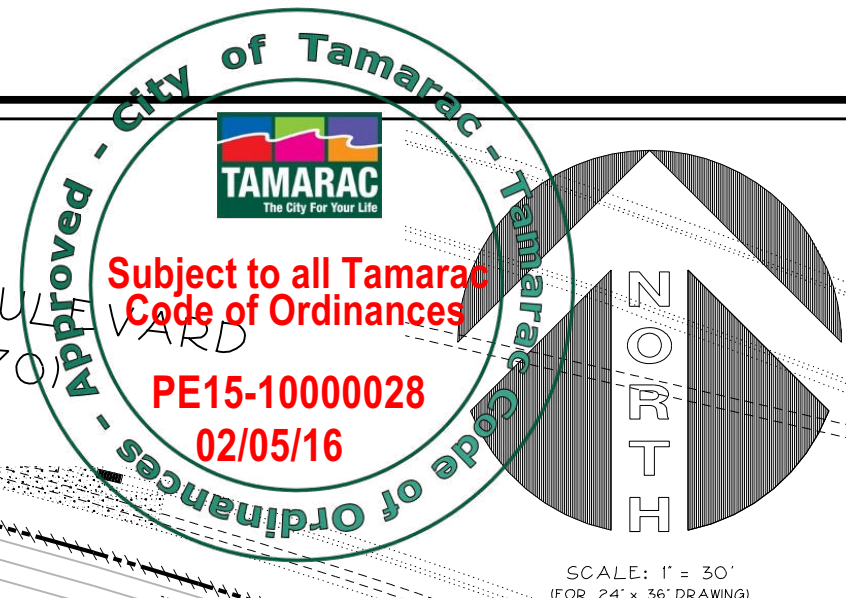
CENTRAL PARC SOUTH

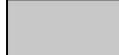










TAMARAC, FLORIDA

Models
Landscape Plan



DATE: 9/24/15
PROJECT NUMBER:
DRAWN BY:
CHECKED BY:
SCALE: 1"= 20'-00"
REVISION: DATE: BY:
1
2
3
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6
SHEET NUMBER:

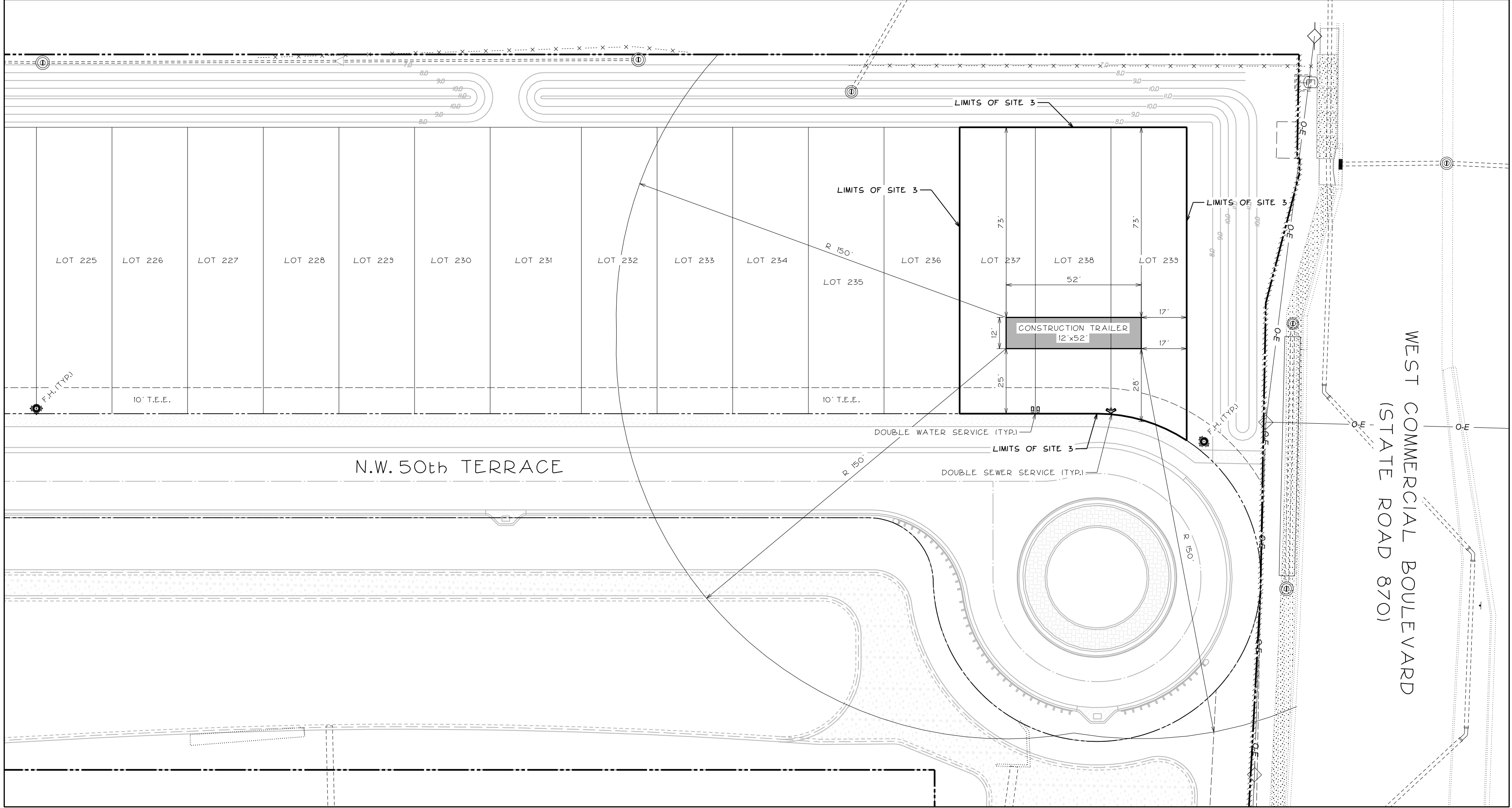
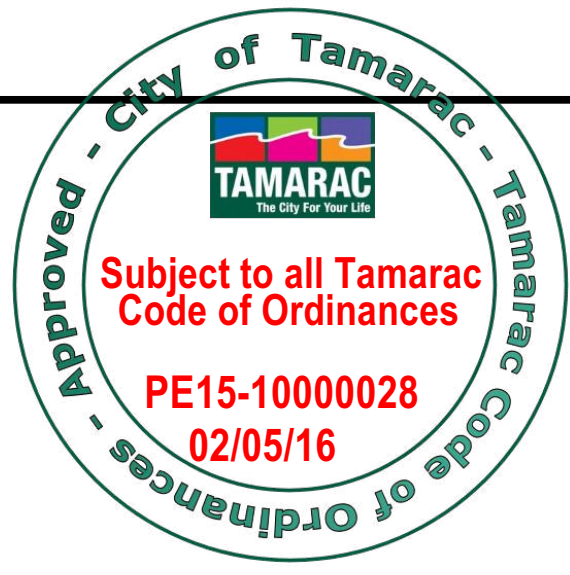
L-3



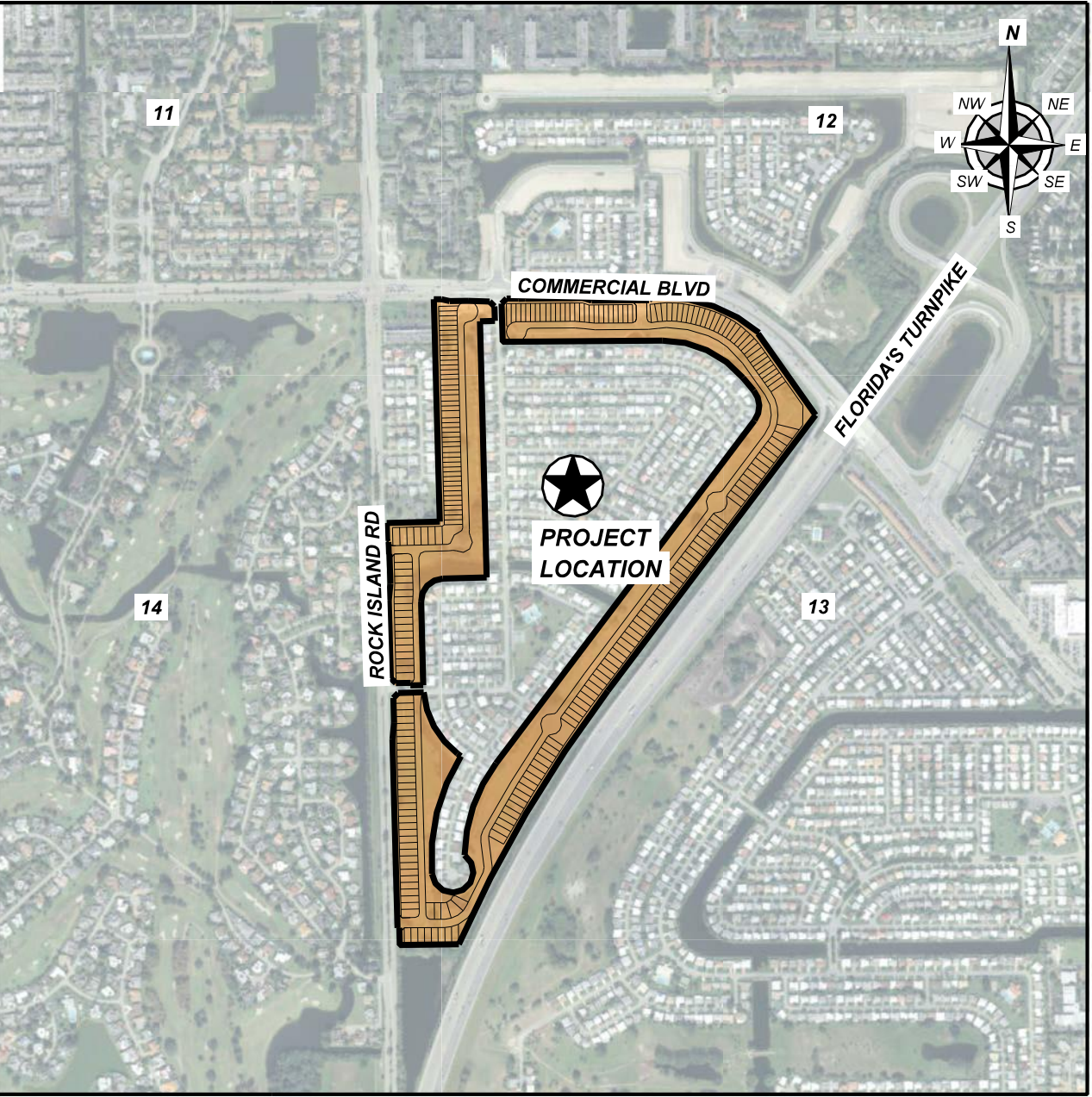
LEGEND		ABBREVIATIONS	
	PAVEMENT	P.B.	PLAT BOOK
	CONCRETE/PAVERS HARDSCAPE SURFACES	Pg.	PAGE
	TYPE "D" CURB	R/W	RIGHT-OF-WAY
	TYPE "F" CURB & GUTTER	F.F.	FINISHED FLOOR
	EDGE OF WATER	N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
	PROPERTY LINE	B.C.R.	BROWARD COUNTY RECORDS
	RIGHT-OF-WAY/ PARCEL LINE	T.E.E.	TAMARAC EXCLUSIVE EASEMENT
	EASEMENT LINE	F.H.	FIRE HYDRANT
	CENTER LINE		
	FENCING		
	FIRE HYDRANT		



 WINNINGHAM & FRADLEY, INC. ENGINEERS • PLANNERS • SURVEYORS <small>211-11 480 STREET CHANDLER PARK, FL 33534 800-575-4444 FAX 904-771-0200 WWW.WFPI.COM</small>			
DESIGNED: AMF / WTV	DATE: 08/20/15	APPROVED:  EB-00022995 EB-00022995	
DRAWN: AMF	DATE: 08/20/15		
CHECKED: _____	DATE: _____	PROJECT 15006	SHEET _____



SITE 3 - SITE PLAN



LOCATION MAP
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 41 EAST
SCALE: 1" = 1000'
(FOR 24" x 36" DRAWING)

SITE PLAN - DETAILS			
CENTRAL PARC SOUTH SPL HOLDINGS SOUTH, LLC.			
WINNINGHAM & FRADLEY, INC. <small>ENGINEERS • PLANNERS • SURVEYORS</small> <small>111 N.E. 44th STREET, OAKLAND PARK, FL 33304 • 954-777-7460 • FAX: 954-777-0298 • www.wfinc.com</small>			
DESIGNED: AMF / WTV	DATE: 08/20/15	APPROVED:	EB-0002995 LB-0002995
DRAWN: AMF	DATE: 08/20/15	CHECKED:	DATE:
2. REVISIONS PER CLIENT	09/05/2016	1. REVISIONS PER CLIENT	09/06/2016
NO.	REVISIONS	DATE	PUBLISHED: 1/20/2016, 11:24:12 AM
PROJECT NUMBER		15006	SHEET SP2 OF 2



Title - Discussion Regarding Commercial Vehicle Ordinance

Discussion Regarding Commercial Vehicle Ordinance - ***Community Development Director
Maxine Calloway and Code Enforcement Manager Scott Krajewski***