INVITATION TO BID

BID
NO. 12-06B

Tamarac Facility Painting Project

ISSUED 1/30/12

BID SET

City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
Tamarac, FL 33321

SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-724-2450

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: **12-06B**

BID TITLE: **CITY OF TAMARAC - FACILITIES PAINT PROJECT**

BID OPENING DATE/TIME: **FEBRUARY 23 , 2012 AT 3:00 PM LOCAL TIME**

BUYER NAME: **JIM NICOTRA, SENIOR PROCUREMENT SPECIALIST**

BUYER PHONE: 954-597-3570

BUYER EMAIL: **jimn**@tamarac.org

PRE-BID CONFERENCE: **TUESDAY, FEBRUARY 14, 2012, 10:00AM, RM 204**

BONDING: **5% BID BOND – 100% PAYMENT & PERFORMANCE BOND** **BID FEE: $30.00**

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, Special Conditions or Special Provisions. Any and all Special Conditions, Special Provisions, Bid Specifications or applicable requirements that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms & conditions regardless of language in vendor's document to the contrary. Whereas conflict may exist within this entire Bid document, the more strict provision shall apply.

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.

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

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.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 NW 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 prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety days from the date of the bid opening unless otherwise stated by the City.

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.

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.

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 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 AND DISCOUNTS

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 ninety (90) calendar days. 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.

Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder should 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 *Florida Prompt Payment Act*, F.S. Chapter 218.

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, clearly indicate in bid submittal 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 eight (8) calendar days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

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

13. BACKGROUND INVESTIGATION

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

14. CONDITIONS OF MATERIALS

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

Successful Bidder shall furnish all guarantees and warranties to the Project Manager 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 and its amendments to any industry standards, if applicable.

17. PERFORMANCE

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. 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.

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.

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

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

c. FUNDING OUT

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

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. EQUAL EMPLOYMENT OPPORTUNITY

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, gender, national origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that 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 Purchasing Division certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save 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	Occurrence	Aggregate
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**	

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

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 City with evidence of such coverage in the form of an insurance certificate and endorsement. Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain necessary coverage through term of Agmt.

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 City sixty (60) days notice prior to cancellation.
Bidder's liability insurance policies shall be endorsed to add Tamarac as an "additional insured". Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to City. Bidder shall be responsible for the payment of all deductibles and self-insured retentions. 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, Bidder must provide 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.

27. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between General Terms & Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.
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, Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to Purchasing & Contracts Manager.
Tamarac reserves the right to amend this bid prior to Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. City shall not be responsible for oral interpretations given by any City employee or its representative.

28. BID TABULATION

Bidders may download the bid tabulation on-line at http://www.tamarac.org/Dept/fin/purch/results.html. The City does not notify unsuccessful Bidders of contract awards.
Pursuant to Florida Statute Chapter 119, Section 7(m), 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. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

29. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract 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 for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day or the contract term.

30. 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.

31. 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.

INVITATION TO BID

BID NO. 12-06B

TAMARAC FACILITIES PAINT PROJECT

Sealed bids, addressed to the Senior Procurement Specialist of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Room 108, Tamarac, Florida 33321 until **3:00 pm local time February 23, 2012** at which time bids will be publicly opened and announced for the **Tamarac Facilities Paint 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, prior to the bid opening deadline. Late bids will not be accepted. Two (2) photocopies should accompany your original. 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 "TAMARAC FACILITIES PAINT PROJECT" on the outside of the sealed 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 **Tuesday, February 14, 2012 @ 10:00AM**, located at 7525 NW 88th Avenue, Tamarac, Florida 33321, **Room 204**. 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 herein, the TAMARAC FACILITIES PAINT PROJECT. Work for this project includes, Phase 1 exterior surface preparation and painting of five (5) City buildings and Phase 2 interior surface preparation and painting of two (2) City facilities under direction of the City's Public Works Department as well as all appurtenances and other incidentals as indicated by the technical specifications or as required to properly complete the project as intended. 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 purchase for $30.00 per set in the Purchasing Office**,** Room 108. This fee is payable by cash or check made out to the City of Tamarac. For all inquiries, you may contact the Purchasing Office at (954) 597-3570 or via email to jimn@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

Jim Nicotra, CPPB
Senior Procurement Specialist

Publish Sun Sentinel: Sunday, January 29 and Sunday, February 05, 2012

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BID NO. 12-06B

TAMARAC FACILITIES PAINT 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 licensed qualified Contractors for the surface preparation and painting of several City owned buildings. Contract Work for this project includes, but is not limited to; Phase 1 exterior surface preparation and painting of five (5) City buildings and Phase 2 interior surface preparation and painting of two (2) City facilities under direction of the City's Public Works Department as well as all appurtenances and other incidentals as indicated by the technical specifications or as required to properly complete the project as intended.

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. (*See Page SCH-1 for additional experience requirements).*

State: Certified General Contractor License, as defined by F.S. 489.105

or

County: Painting Unlimited (PU) Certificate of Competency

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

B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete the project within the specified time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of one hundred fifty dollars **($150.00**) for each calendar day after the time specified for completion and readiness for final payment. This amount is not a penalty but liquated damages to 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

Direct all questions to the Purchasing Division (954) 597-3570 or inquire via e-mail at, jimn@tamarac.org

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SPECIAL CONDITIONS

BID 12-06B

TAMARAC FACILITIES PAINT 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.

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 Works 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 necessary City, County, State, and Federal permits for this work. The successful Contractor shall submit copies of all permits required for this work. Contractor shall be responsible to secure the necessary permits from other agencies, not previously listed above, as may be required. Cost of any required permit from City and other agencies will be reimbursed, <u>except</u> for the 1% Public Art Fee, by City without markup, for properly submitted invoices. Public Art fee is based off of the cost of the Building Permit fee.

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 inspector is to be compensated by the Contractor at a rate of $55.00/hour. However, if a City contract/consultant inspector is used, the Contractor will compensate that inspector at the same cost as the City's cost. In addition, the City inspector must be onsite at least one (1) hour prior to closing site for each day. If site closure has taken place after 4:30 PM, the City inspector will be compensated at the above provision.

7. SUBMITTALS

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

8. WAIVER OF LIENS

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

the Agreement. Payment of invoice and acceptance of such payment by Contractor shall release CITY from all claims of liability to 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 **(60)** calendar days from Contractor's receipt of City's Notice to Proceed for **Phase 1** with an additional (10) calendar days for Final completion. Work and **Phase 2** Work (under separate Notice to Proceed), shall be completed within **(60)** calendar days with an additional (10) calendar days for Final completion. Contractor shall not work on City holidays without prior written permission. Holidays not worked by Contractor shall not count against delivery time.

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 and all required supplemental documents, forms and/or reports.

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 shall equal the unit price by the unit amount of work performed (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 City and 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 City deems necessary to complete the work.

The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a lump sum by 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 CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by CITY.

16. BONDS

The Contractor shall furnish separate Performance and Payment Bonds in the amount of 100% of the total bid award as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents. At the completion and formal approval and acceptance of all work associated with specific work performed, 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.

17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

Within fifteen (15) calendar days after the contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish 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 of 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.

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, 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, and irrigation. The City will provide to Contractor available construction drawings for locating existing city utilities. However, City cannot guarantee the accuracy of drawings or any information related to existing utilities and City will not assume responsibility or liability for damage resulting from Contractor incorrectly locating existing utilities.

Damage to any of City's utilities incorrectly located by Contractor or his agents shall be the responsibility of Contractor and shall be repaired and or replaced to equal or better condition at Contractor's expense.

Contractor shall also be liable for all damages and claims against or by City arising in any way from damage or interference with such utilities.

No additional compensation shall be allowed to 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 City exist within the project area that may or may not have been depicted on the drawings. Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) 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, City shall be notified at once. 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 Contractor, and prior to commencement of construction, Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, 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. Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. 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.

SPECIAL PROVISIONS

BID 12-06B

TAMARAC FACILITIES PAINT PROJECT

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the TAMARAC FACILITIES PAINT PROJECT.

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. 12-06B, 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 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 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 Contract Drawings
2. The City's Special Provisions
3. The City's Special Conditions
4. The City's Instructions to Bidders and General Terms and Conditions
5. The Sample Form Agreement

As between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and 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 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 three (3) 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.

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 ten (10) 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 statue 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. CONTINGENCY ALLOWANCE

The City reserves the right to add a contingency amount to the contract amount for unforeseen/unknown circumstances during the construction of the project under the Change Order provisions contained herein. The Contractor agrees that any unused portion of the contingency allowance shall remain with City and Contractor agrees they shall have no claim for the unused amount. The Contractor further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the contingency.

36. TRAFFIC CONTROL AND WORKING HOURS

36.1 The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during

peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City.

36.2 The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.

36.3 Road closure will not be permitted without written approval of the Engineer/Project Manager.

36.4 All unit prices provided by Contractor as a part of this Bid, shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

37. CUT OFF DATE FOR QUESTIONS AND CLARIFICATIONS

All Bidders are encouraged to submit their questions in writing to the Purchasing Division, e-mail address, jimn@tamarac.org relating to this project. Sufficient time will be provided Contractors during the bid process to visit the jobsite, attend a Pre-Bid Conference and request responses to questions or clarifications with regard to this project. **Note:** All inquiries shall be submitted at least five (5) calendar days prior to the Bid Opening date. Late arriving questions or request for clarifications may not be addressed.

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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 <u>not</u> 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. 12-06B

TAMARAC FACILITIES PAINT PROJECT

Bids are hereby requested from qualified Contractors for the City of Tamarac Facilities Painting Project. Contract Work for this project includes, but is not limited to Phase 1 exterior surface preparation and painting of five (5) City buildings and Phase 2 interior surface preparation and painting of two (2) City facilities under direction of the City's Public Works Department as well as all appurtenances and other incidentals as indicated by the technical specifications or as required to properly complete the project as intended.

LICENSE AND EXPERIENCE REQUIREMENTS

In order to be considered 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 *and* provide evidence of at least four (4) successful completed projects of similar size and scope within the last three (3) years within three (3) calendar days of City's request.

State: Certified General Contractor License, as defined by F.S. 489.105

or

County: Painting Unlimited Certificate of Competency (PU)

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 the 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. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event or latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

BID SCHEDULE

BID NO. 12-06B

TAMARAC FACILITIES PAINT PROJECT

The Bidder, hereby declares that he or she has carefully examined and understands the specifications and instructions contained herein, and does hereby agree to furnish all labor, materials, tools, supervision, equipment, and to sustain all expenses incurred in performing the work, including bond and insurance fees, in strict accordance with the details and specifications which are made a part thereof at the following prices offered by Bidder. In the event of latent mathematical errors, Bidder recognizes these are clerical errors and may be corrected by Owner. Modification of this Bid Form-Bid Schedule, other than the information requesting below, shall not be accepted.

Item No.	LOCATION ADDRESS	UNIT OF MEASURE	LUMP SUM COST
1.	INDEMNIFICATION	LS	**$10.00**
2.	BONDS & INSURANCE	LS	
	PHASE 1 – EXTERIOR LOCATIONS		
3.	CITY HALL - 7525 NW 88 AVE	LS	
4.	BSO OFFICE - 7515 NW 88 AVE	LS	
5.	FIRE STATION 15 – 6000 HIATUS RD. EXTERIOR (**Including all apparatus bays**)	LS	
6.	FIRE STATION 78 – 4801 W. COMMERCIAL BLVD. (**Including all apparatus bays**)	LS	
7.	COMMUNITY CENTER – 8601 W. COMMERCIAL BLVD	LS	
	PHASE 2 – INTERIOR LOCATIONS		
*8.	RECREATION CENTER – 7501 N. UNIVERSITY DR	LS	
*9.	COMMUNITY CENTER – 8601 W. COMMERCIAL	LS	

GRAND TOTAL BID AMOUNT $ _____

Determination of Award will be to the low apparent responsive/responsible Bidder for all Bid Items 1-9, Grand Total Bid Amount. (See additional Notes below).

NOTE: * Phase 2 Interior Painting, Bid Items *8 &*9, shall commence under separate Notice to Proceed within (9) months completion of Phase 1 Exterior Painting. Bid prices shall remain fixed during this period. Bidders are to price these Items accordingly.

NOTE: The 100% Payment & Performance Bond to be provided after award by the successful Bidder, need only be in the amount of the total bid price for Bid Items 1-7.

NOTE: Paint specifications included herein are intended to communicate a required level of quality standard and product warranty. Bidder may propose alternate "equivalent" product(s) however; the City shall make the final/sole determination with regard to equivalency. If providing alternate product for City review, forward complete product literature to the evidencing equal or greater performance specs, eight **(8)** calendar days prior to Bid Opening.

NOTE: All cracks or crevices in the stucco shall be prepped and filled with a suitable material to prevent future cracks or voids as per the paint manufactures recommended procedure. All windows and doors where the caulking and or sealer has failed or pulled away from the adjacent surface will require re-caulk and or sealed as necessary. All windows and doors where they meet the concrete and or stucco surfaces shall be left in a weather tight and or waterproof condition. This is to be included in the bid price. Caulking product is to be approved by the City Project Manager.

NOTE: If Bidder offers alternate product(s), product manufacturer must have a successfully known industry established recognizable and verifiable presence in the marketplace for a minimum of at least seven (7) years.

NAME OF BIDDER: _____

BID FORM
(continued)

BID NO. 12-06B

TAMARAC FACILITES PAINT 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. 12-06B

TAMARAC FACILITIES PAINT 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. 12-06B

TAMARAC FACILITIES PAINT PROJECT

Bidder's Name: _____

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

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.

Would you accept Credit Card as payment from the City of Tamarac? ☐Yes ☐No

Payment by Electronic Funds Transfer: Vendors may now receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx

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 City of Tamarac 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;

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

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

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By _____
Witness

_____ _____
Witness Printed Name

_____
Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

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

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

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

WITNESS my hand
and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

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

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:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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 that five (5) days after each conviction.

Impose a section 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.

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.

Work to Be Performed	% Total Contract	Contractor License No.	Subcontractor Name/Address

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. _____

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:

_____

_____

(AFFIX SEAL)

ATTEST:

_____
Secretary

ATTEST:

_____
Secretary

_____
Principal

_____
Business Address

_____
City/State/Zip

_____
Business Phone

_____
Surety*

_____
By

_____
Title

_____
Attorney-In-Fact*

_____
By

*Impress Corporate Seal

FORM PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid/Contract/Project No.: _____ awarded the ___day of _____, 20_, with OWNER for _____ _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

   2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

   2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

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

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

Signed and sealed this ___day of _____, 20__.

WITNESSES

_____ Secretary

(AFFIX SEAL)

_____ Principal

_____ By

_____ Signature and Title

_____ Type Name and Title signed above

WITNESSES

_____ Secretary

(AFFIX SEAL)

_____ 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 PAYMENT BOND

State of _____

County of _____

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

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

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

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

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

CERTIFICATE AS TO PRINCIPAL

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

(AFFIX SEAL)

_____
(Name of Corporation)

FORM PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid/Contract/Project No.: _____awarded the ____day of _____, 20___, with OWNER for _____ _____which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20___, for the _____ ____, within ____ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within 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 Statues, 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	Principal
	_____
	By
(AFFIX SEAL)	_____
	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

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, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

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

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing 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: _____ Date:_____
Contractor

Approved for Payment _____ Date_____
Project Manager

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

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 President Signature

_____ _____
Type Name 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, STATE OF_____

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

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

SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

_____

THIS AGREEMENT is made and entered into this _____day of _____, 2012 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 Florida corporation with principal offices located at _____ (the "Contractor") for the Tamarac Facilities Paint Project.

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. 12-06B, 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 12-06B as issued by City, and Contractor's Proposal, 12-06B 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 Document, this Agreement shall prevail.

Work for this project includes, but is not limited to the construction of concrete sidewalks, concrete curbing, modification to drainage structures (tops/lids), pavement markings, curb cuts, concrete aprons, handrail, landscaping and irrigation, as well as all appurtenances and other incidentals as indicated by the specifications or as required to properly complete the program as intended.

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 General 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 for Phase 1. The work shall be substantially completed within (60) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by 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 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 time for substantial completion hereunder and any resulting increase in general condition cost.

5) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Retainage of ten percent (10%) will be deducted from monthly payments until 50% of project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of work. Invoices must bear project name, project number and bid P.O. number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. Contractor shall invoice the City and provide a written request to 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 warranty period begins. All payments shall be governed by Florida Prompt Payment Act, F.S., Part VII, Chapter 218. City desires to be able to make payments utilizing City's Visa Procurement Card as a means of expediting payments. It is highly desirable that the successful proposer have the capability to accept a Visa Procurement/Credit card as a means of payment.

6) Contract Sum

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

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 City and Contractor for any item requiring a change in the contract, and a change order has not been issued, 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 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 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 and as additionally provided for in the contract documents. 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 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.

12) Indemnification

12.1 Contractor shall indemnify and hold harmless 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 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 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 claim may be made after the termination hereof.

12.2 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 performance of Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees

are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, 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 shall agree to post in conspicuous places, available to 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 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 the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

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

18) 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.

19) 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.

20) 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.

21) 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.

22) Uncontrollable Circumstances

22.1 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.

22.2 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.

23) 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.

24) 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 President duly authorized to execute same.

CITY OF TAMARAC

Pamela Bushnell, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Peter Richardson, CMR, 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

Type/Print Name of Corporate Secy.

Type/Print Name of President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, President, _____, a Florida 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_____, 2012.

_____
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.

PART 1 GENERAL

1.4 EXTERIOR PAINT SCHEDULE

A. Concrete, Stucco and Masonry

1. Primer- Sherwin-Williams Loxon Conditioner (A24W100)
   Low Luster Exterior Latex- Sherwin-Williams SuperPaint Satin (A89 series)

2. Block Filler- Sherwin-Williams Prep Rite Block Filler (B25W25).
   Low Luster Exterior Latex- Sherwin-Williams SuperPaint Satin (A89 series)

1.2 INTERIOR PAINT SCHEDULE

A. Concrete and masonry:

1. Block Filler: Sherwin-Williams Prep Rite Block Filler (B25W25)
2. Flat Acrylic- Sherwin-Williams ProMar 200 Semi-Gloss (B31 series)

B. Gypsum Board:

1. Flat Acrylic: Sherwin-Williams ProMar 200 Semi-Gloss (B31 series)
2. Washable/Water resistant: Sherwin-Williams Pre Catalyze Epoxy (K45W161)

C. Woodwork and hardboard:

1. Alkyd Enamel: Sherwin-Williams Industrial Enamel (B54 series)

D. ferrous Metal:

1. 1. Semigloss Alkyd Enamel: Sherwin-Williams Industrial Enamel (B54 series)

E. Exposed Piping, Valves and Hangers:

1. Primer: Sherwin-Williams Kem Kromik Universal Primer (B50wz1)
2. Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

F. Exposed Pipe Insulation:

1. Primer: Sherwin-Williams Macropoxy 920 Pre-Prime (B58 series)
2. Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

G. Exposed Duct Work and Galvanized Piping:

1. Galvanized metal primer: Sherwin-Williams Procryl Universal Primer (B66 series)
2. Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

H. Exposed Copper Tubing, Valves and Fitting:

1. Wash Primer: Sherwin-Williams DTM Wash Primer (B71Y1)
2. Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

PART 1 GENERAL

1.4 EXTERIOR PAINT SCHEDULE

A. Concrete, Stucco and Masonry
Primer- Sherwin-Williams Loxon Conditioner (A24W100)
Low Luster Exterior Latex- Sherwin-Williams SuperPaint Flat (A80 series)

Block Filler- Sherwin-Williams Prep Rite Block Filler (B25W25).
Low Luster Exterior Latex- Sherwin-Williams SuperPaint Flat (A80 series)

1.2 INTERIOR PAINT SCHEDULE

A. Concrete and masonry:
Block Filler: Sherwin-Williams Prep Rite Block Filler (B25W25)
Flat Acrylic- Sherwin-Williams ProMar 200 Flat (B30 series)

A. Gypsum Board:
Flat Acrylic: Sherwin-Williams ProMar 200 Flat (B30 series)
Washable/Water resistant: Sherwin-Williams Pre Catalyze Epoxy (K45W161)

A. Woodwork and hardboard:
Alkyd Enamel: Sherwin-Williams Industrial Enamel (B54 series)

A. Ferrous Metal:
Semigloss Alkyd Enamel: Sherwin-Williams Industrial Enamel (B54 series)

A. Exposed Piping, Valves and Hangers:
Primer: Sherwin-Williams Kem Kromik Universal Primer (B50wz1)
Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

A. Exposed Pipe Insulation:
Primer: Sherwin-Williams Macropoxy 920 Pre-Prime (B58 series)
Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

A. Exposed Duct Work and Galvanized Piping:
Galvanized metal primer: Sherwin-Williams Procryl Universal Primer (B66 series)
Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

A. Exposed Copper Tubing, Valves and Fitting:
Wash Primer: Sherwin-Williams DTM Wash Primer (B71Y1)
Alkyd Gloss: Sherwin-Williams Industrial Enamel (B54 series)

Data Pages

108.20

MASONRY
COATING SYSTEMS
Concrete Solutions. Solid Results.

SHERWIN WILLIAMS.

As of 09/22/08, Complies with:			
OTC	Yes	LEED® CIv2.0	No
SCAQMD	Yes	LEED® NCv2.2	No
CARB	Yes	LEED® CSv2.0	No
MPI Spec #	No	LEED® H	No
NAHB	No		

LOXON® CONDITIONER

A24-100 SERIES

CHARACTERISTICS

Loxon® Conditioners are 100% acrylic emulsion conditioners that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. These sealers allow new concrete, stucco, and other cementitious surfaces to be coated prior to a 30 day cure, and will adhere to new or existing concrete with a pH of 6 to 13.

Color: Clear and Guide Coat White
Coverage: 200-300 sq ft/gal
Drying Time, @ 77°F, 50% RH:
Drying and recoat times are temperature, humidity and film thickness dependent.
Touch: 30 minutes
Tack free: 1 hour
Recoat: 3 hours
Flash Point: >200°F, PMCC
Finish: 0-10 units @ 85°
Tinting with Blend-A-Color:
up to 1 oz/gal
Vehicle Type: Acrylic
A24W100
VOC: 93 g/L; 0.78 lb/gal
Volume Solids: 19 ± 2%
Weight Solids: 26 ± 2%
Weight per Gallon: 9.1 lb

SPECIFICATION

Concrete, Stucco, Block
1 ct. Loxon Conditioner
2 cts. Appropriate architectural topcoat within 7 days

For maximum resistance to efflorescence, you must topcoat with Loxon Masonry Coating. Other topcoats can be used, but first apply Loxon Masonry Primer as an intermediate coat for best protection against efflorescence.

APPLICATION

Do not build a surface glaze.
Do not apply to a damp surface.
Do not apply over heavy chalk.
Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more.

No reduction necessary.
Brush
Use a nylon/polyester or foam brush.
Roller
Use a 3/8" to 3/4" nap synthetic cover.
Spray—Airless
Pressure ..... 700-1000 psi
Tip ..... .015" - .019"

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.
New and Previously Painted
Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface.

Concrete, Stucco, Block
All new surfaces must cure for at least 7 days. Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and form release and curing agents.

Mildew
Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

continued on back

108.20

LOXON® CONDITIONER

A24-100 SERIES

SURFACE PREPARATION

Priming
For better performance on masonry, **Loxon Masonry Primer (exterior)** or **PrepRite® Masonry Primer (interior)** will provide a hiding coat with excellent film build. Both can be applied to new or existing concrete with a pH of 6 to 13.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. Flush spray equipment after cleaning with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits.

CAUTIONS

For interior and exterior use.
Protect from freezing.

Loxon Conditioners must be topcoated within 7 days or the surface may need to be recleaned.

CAUTION contains CRYSTALLINE SILICA. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.
HOTW 09/22/2008 A24W00100 14 00

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.

SHERWIN WILLIAMS.

MASONRY COATING SYSTEMS
Concrete Solutions. Solid Results.

107.10 PREPRITE® BLOCK FILLER

INTERIOR/EXTERIOR LATEX

B25W25

As of 03/01/2011, Complies with:			
OTC	Yes	LEED® 09CI	Yes
SCAQMD	Yes	LEED® 09NC	Yes
CARB	Yes	LEED® 09CS	Yes
MPI Spec #	4	LEED® H	Yes
NGBS	Yes	LEED® S	Yes

CHARACTERISTICS

- Allows topcoat on **concrete block** to be smooth and uniform
- Effective on above-grade, unpainted masonry surfaces

Use on unpainted:

- Masonry
- Concrete
- Cement
- Flat Surfaced Concrete Block

Color: Off White
Coverage: 75-125 sq ft/gal @ 16 mils wet; 8 mils dry
Drying Time, @ 77°F, 50% RH:
temperature and humidity dependent
Touch: 2 hours
Recoat with latex based: 18 hours
Recoat with solvent based: 48 hours
Flash Point: N/A
Finish: 0-5 units @ 85°
Vehicle Type: Vinyl Acrylic
B25W00025
VOC (less exempt solvents): 45 g/L; 0.37 lb/gal
Volume Solids: 48 ± 2%
Weight Solids: 68 ± 2%
Weight per Gallon: 13.5 lb

APPLICATION

Masonry, Concrete, Cement, Block
1 ct. PrepRite Block Filler
2 cts. Appropriate topcoat

Recommended Architectural Topcoats
A-100 Exterior Latex
Loxon Masonry Coating
SuperPaint Exterior
Duration Exterior

Duration Home
ProClassic Interior
ProMar Interior
SuperPaint Interior

Recommended Industrial Topcoats
DTM Acrylic Enamel
Industrial Enamel
Metalatex Semi-Gloss
Water Based Catalyzed Epoxy

Apply at temperatures above 50°F.
No reduction necessary.

Brush - Use a nylon/polyester brush.
Roller - Use a 3/8" to 1-1/2" nap cover.
Spray - Airless
Pressure ..... 2300 psi
Tip ..... .028"
Reduction ... as needed up to 1 pt/gal
Remove all in-line and gun filters

Spray application may be backrolled to work material into the surface. All application methods may be squeegeed to provide a very smooth surface.

SURFACE PREPARATION

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Masonry, Concrete, Cement, Block
Remove all surface contamination, form release agents, moisture curing membranes, etc. by washing with an appropriate cleaner, rinse and allow to dry. Pressure wash the surface if needed. Remove existing peeled or checked paint to a sound surface. Concrete and mortar must be cured, generally 30 days, at 75°F before painting.

Complete removal of sealers, release compounds, and to provide a profile, tilt-up and poured-in-place concrete could require sandblasting or cleaning with commercial detergents. **Do not apply to smooth, slick surfaces, peeling may result.**

Masonry surfaces must be dry before priming. Moisture content must be 15% or lower, and the pH between 6 and 9. If the pH is greater than 9, use Loxon Block Surfacer in place of PrepRite Block Filler.

For repairing **exterior** cracks, bugholes, air pockets, and other voids use an elastomeric patch or seal..

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107.10
PREPRITE®
BLOCK FILLER
INTERIOR/EXTERIOR LATEX
B25W25

SHERWIN WILLIAMS.

SURFACE PREPARATION

Mildew
Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits.

CAUTIONS

Do not apply at temperatures below 50°F. Protect from freezing.

LABEL CAUTIONS
CAUTION contains CRYSTALLINE SILICA. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.
HOTW 09/22/2008 B25W00025 25 00

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102.01

SHERWIN WILLIAMS.

As of 09/22/08, Complies with:			
OTC	Yes	LEED® CIv2.0	N/A
SCAQMD	Yes	LEED® NCv2.2	N/A
CARB	Yes	LEED® CSv2.0	N/A
MPI Spec #	No	LEED® H	N/A
NAHB	N/A		

With VinylSafe Color Technology For more color options

SUPERPAINT®

EXTERIOR LATEX FLAT

A80-100 SERIES

CHARACTERISTICS

SuperPaint Exterior Latex Flat is our finest quality exterior flat finish. This product is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.

VinylSafe™ Color Technology allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.

Color: Most colors

Coverage: 350 - 400 sq ft/gal @ 4.0 mils wet; 1.6 mils dry

Drying Time, @ 50% RH:
temperature and humidity dependent

	@ 35-45°F	@ 45°F +
Touch:	2 hour	2 hours
Recoat:	24-48 hours	4 hours

Flash Point: N/A

Finish: 0-5 units @ 85°

Tinting with Blend-A-Color:

Base	oz/gal	Strength
Extra White	0-6	100%
Light Yellow	4-12	100%
Deep Base	4-12	100%
Ultradeep Base	4-12	100%

Vehicle Type: Acrylic

A80W01151

VOC (less exempt solvents): 49 g/L; 0.41 lb/gal

Volume Solids: 36 ± 2%

Weight Solids: 54 ± 2%

Weight per Gallon: 11.4 lb

Mildew Resistant
This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

SPECIFICATIONS

Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

Aluminum & Aluminum Siding[1]
2 cts. SuperPaint Exterior Latex Flat

Concrete Block, CMU, Split face Block
1 ct. Loxon Block Surfacer
2 cts. SuperPaint Exterior Latex Flat

Brick
1 ct. Loxon Conditioner[2]
2 cts. SuperPaint Exterior Latex Flat

Cement Composition Siding/Panels
1 ct. Loxon Concrete & Masonry Primer[2]
or Loxon Conditioner[2]
2 cts. SuperPaint Exterior Latex Flat

Galvanized Steel[1]
2 cts. SuperPaint Exterior Latex Flat

Stucco, Cement, Concrete
1 ct. Loxon Concrete & Masonry Primer[2]
2 cts. SuperPaint Exterior Latex Flat

Plywood
1 ct. Exterior Latex Wood Primer
2 cts. SuperPaint Exterior Latex Flat

Vinyl Siding
2 cts. SuperPaint Exterior Latex Flat

Wood
1 ct. Exterior Oil-Based Wood Primer[2]
2 cts. SuperPaint Exterior Latex Flat

[1] On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.
[2] Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer.

Aluminum and Galvanized Steel
Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method.

Cement Composition Siding/Panels
Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer.

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102.01

SUPERPAINT®

EXTERIOR LATEX FLAT
A80-100 SERIES

SHERWIN WILLIAMS.

SURFACE PREPARATION

Masonry, Concrete, Cement, Block
All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Acrylic Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.

Steel
Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco
Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

Vinyl
Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly.

Wood, Plywood, Composition Board
Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Caulking
Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

SURFACE PREPARATION

Mildew
Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the **air, surface, and material temperature** are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.
Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
No reduction necessary.

Brush
Use a nylon/polyester brush.

Roller
Use a 3/8" - 3/4" nap synthetic cover.

Spray—Airless
Pressure ..... 2000 psi
Tip ..... .015"-.019"

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment.
Follow manufacturer's safety recommendations when using mineral spirits.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-photochemically reactive.

LABEL CAUTIONS
CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.
HOTW 09/22/2008 A80W01151 07 00

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102.10

SHERWIN WILLIAMS.

As of 09/22/08, Complies with:			
OTC	Yes	LEED® CIv2.0	N/A
SCAQMD	Yes	LEED® NCv2.2	N/A
CARB	Yes	LEED® CSv2.0	N/A
MPI Spec #	No	LEED® H	N/A
NAHB	N/A		

SUPERPAINT®

EXTERIOR LATEX SATIN

A89-100 SERIES

CHARACTERISTICS

SuperPaint Exterior Latex Satin is our finest quality exterior satin finish. This product is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.

VinylSafe™ Color Technology allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.

Color: Most colors

Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.44 mils dry

Drying Time, @ 50% RH:
temperature and humidity dependent

	@ 35-45°F	**@ 45°F +**
Touch:	2 hour	2 hours
Recoat:	24-48 hours	4 hours

Flash Point: N/A

Finish: 10-20 units @ 60°

Tinting with Blend-A-Color:

Base	**oz/gal**	**Strength**
Extra White	0-6	100%
Light Yellow	4-12	100%
Deep Base	4-12	100%
Ultradeep Base	4-12	100%

Vehicle Type: Acrylic

A89W01151

VOC (less exempt solvents): 49 g/L; 0.41 lb/gal

Volume Solids: 38 ± 2%

Weight Solids: 49 ± 2%

Weight per Gallon: 10.2 lb

Mildew Resistant
This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

SPECIFICATIONS

Aluminum & Aluminum Siding[1]
2 cts. SuperPaint Exterior Latex Satin

Concrete Block, CMU, Split face Block
1 ct. Loxon Block Surfacer
2 cts. SuperPaint Exterior Latex Satin

Brick
1 ct. Loxon Conditioner[2]
2 cts. SuperPaint Exterior Latex Satin

Cement Composition Siding/Panels
1 ct. Loxon Concrete & Masonry Primer[2]
or Loxon Conditioner[2]
2 cts. SuperPaint Exterior Latex Satin

Galvanized Steel[1]
2 cts. SuperPaint Exterior Latex Satin

Stucco, Cement, Concrete
1 ct. Loxon Concrete & Masonry Primer[2]
2 cts. SuperPaint Exterior Latex Satin

Plywood
1 ct. Exterior Latex Wood Primer[2]
2 cts. SuperPaint Exterior Latex Satin

Vinyl Siding
2 cts. SuperPaint Exterior Latex Satin

Wood, Composition Board
1 ct. Exterior Oil-Based Wood Primer
2 cts. SuperPaint Exterior Latex Satin

[1] On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

[2] Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer.

Aluminum and Galvanized Steel
Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method.

Cement Composition Siding/Panels
Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer.

continued on back

102.10

SUPERPAINT®

EXTERIOR LATEX SATIN

A89-100 SERIES

SHERWIN WILLIAMS.

SURFACE PREPARATION

Masonry, Concrete, Cement, Block
All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Acrylic Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.

Steel
Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco
Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

Vinyl
Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly.

Wood, Plywood, Composition Board
Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Caulking
Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

SURFACE PREPARATION

Mildew
Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the **air, surface, and material temperature** are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.
Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
No reduction necessary.

Brush
Use a nylon/polyester brush.

Roller
Use a 3/8" - 3/4" nap synthetic cover.

Spray—Airless
Pressure ..... 2000 psi
Tip ..... .015"-.017"

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment.
Follow manufacturer's safety recommendations when using mineral spirits.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-photochemically reactive.

LABEL CAUTIONS
CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.
HOTW 09/22/2008 A89W01151 05 00

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