

# CITY OF LAUDERHILL



## HABITAT II COMMUNITY POOL HOUSE RENOVATIONS

**RFP 2023-018**

## CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

**January 2023**

## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL, on behalf of the Habitat II Safe Neighborhood District, is seeking sealed bids for the following work as specified:

### HABITAT II COMMUNITY POOL HOUSE RENOVATIONS

#### RFP 2023-018

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill, on behalf of the Habitat II Safe Neighborhood District, will be accepting sealed bids up to 2:45 P.M. EST, on **April 6, 2023** in the City Clerk's Office, 5581 West Oakland Boulevard, Suite 421, Lauderhill, Florida 33313 and will be opened at 3:00 P.M. in Room 401. **Proposals received after 2:45 P.M. will not be considered and will be returned unopened.**

The Scope of Work for this project is to renovate a 1,100 SF portion of the existing pool house building to provide ADA compliance to the building with new sidewalks, new ramp and new staircase and within the building, new entrance gate, reconfigure the restroom and sauna interior to meet ADA compliance, update the interior finishes of the restrooms/showers, provide install new plumbing fixtures, provide and install new saunas, new mechanical exhaust in both restrooms and saunas and provide and install new interior and exterior lighting and repaint the exterior of the building.

An original and an electronic copy of the proposal must be received in sealed envelopes bearing the words "**RFP Number 2023-018 HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**" and should be hand-delivered or mailed to the City Clerk, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313. **E-mailed and faxed proposals will not be accepted.**

All bidders must register online with the City of Lauderhill. The direct link is: **<https://lauderhill.ionwave.net/>**.

Contract Documents may be examined and obtained on and after **January 12, 2023** at the <https://lauderhill.ionwave.net/>.

Responsible questions regarding this RFP offering may be directed to the Purchasing Division via the IonWave question tab. The last date for questions pertaining to this proposal is ten (10) days prior to closing. Questions after this date will not be answered.

The City of Lauderhill has determined that this RFP shall be reserved for SBE participation and shall comply with City Code of Ordinance Chapter 2, Article III. Section 2-139.(f)(3) – Local Vendors.”

Proposers agrees to extend identical pricing and goods under the same terms and conditions to other governmental entities. A contracting agency wishing to utilize like services will execute its own contract with the successful Proposer(s) for its requirements.

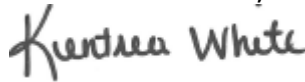
A non-mandatory pre-bid conference has been scheduled for **February 15, 2023** at 10:30 AM, 5581 W. Oakland Park Blvd, Lauderhill, FL 33313 Suite 134 that will be immediately followed with a site visit.

Bid security in the form of a Bid Bond or certified check made payable to the "City of Lauderhill", in an amount equal to five percent (5%) of the bid, must be submitted with the bid. Bidder must use Bid Bond form provided. No Bidder may withdraw his bid within 90 days after the actual date of the opening thereof. Guaranty Bonds in the form of a 100% Construction Performance Bond and a 100% Construction Payment Bond will be required upon award of bid.

The Public Entity Crimes Affidavit must be completed in its entirety and submitted as part of the bid.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. **“The winning participant is required to enter into a contract with the City of Lauderhill.”**

CITY OF LAUDERHILL, FLORIDA



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Kentrea White  
Purchasing and Inventory Supervisor

**Advertising Dates: January 12, 2023 and January 19, 2023**

**DOCUMENT 00030**

**SCOPE OF WORK**

**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS  
RFP 2023-018**

CITY OF LAUDERHILL, ON BEHALF OF HABITAT II SAFE NEIBORHOOD DISTRICT,  
FLORIDA

**SCOPE OF WORK**

The Scope of Work for this project is to renovate the existing pool house building to provide ADA compliance to the building and within the building, update the interior finishes, new plumbing fixtures, new saunas, new mechanical exhaust and upgrade the interior and exterior lighting.

**LIST OF DRAWINGS**

**ARCHITECTURAL**

T-001 Cover Sheet  
D-101 Demolition Plan  
A-100 General Notes  
A-101 Floor Plan  
A-301 Interior Elevations  
A-302 Interior Elevations  
A-401 Reflected Ceiling Plan  
A-801 Door Schedule and Wall Types

**PLUMBING**

P-1 Plumbing Floor Plan  
P-2 Piping Diagrams  
P-3 Plumbing Notes & Details

**MECHANICAL**

AC-1 Mechanical Floor Plan

**ELECTRICAL**

E-1 Electrical Floor Plan, Panel Schedule & Riser Diagram

DOCUMENT 00300

BID FORM

**City of Lauderhill, Florida  
RFP 2023-018**

Date: \_\_\_\_\_

BID TO: Honorable Mayor & City Commission  
City of Lauderhill

SUBMITTED BY:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself with the work to be done; that he has thoroughly examined the Drawings, Specifications and all Contract Documents pertaining thereto; and has read any related documents; all as designated under the City's **RFP Number 2023-018**.

The Bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, construction equipment, all necessary transportation, labor and supervision to complete the construction as shown, detailed and described in the Specifications and on the drawings.

It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of bid comparison only.

It is understood by the Bidder that all bid item amounts shall be submitted. In the event any item is not included, the Owner may reject the bid.

It is further understood that certain portions of the bid document may be deleted from the awarded contract at the Owner's discretion.

The Bidder agrees that, if awarded the Contract, he will completely ratify the Contract Documents within 15-calendar days of the Notice of Award and shall be fully complete within **210 days from the date of the Notice to Proceed**.

**IF BIDDER IS AN INDIVIDUAL**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**IF BIDDER IS A PARTNERSHIP**

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_

(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**IF BIDDER IS A JOINT VENTURE**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_

(Address)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_

(Address)

(Each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**IF BIDDER IS A CORPORATION**

By: \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

Phone No.: \_\_\_\_\_

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

END OF DOCUMENT

**RFP NUMBER: 2023-018 - HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

All bid items shall include costs for all materials, equipment, labor, supervision, permit fees, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable.

<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Estimated Amount</b>
1.	GENERAL REQUIREMENTS	\$	\$
2.	SITE WORK Earthwork, drainage, utilities, etal.	\$	\$
3.	CONCRETE and MASONRY	\$	\$
4.	MISCELLANEOUS METAL	\$	\$
5.	CARPENTRY: Rough and Finish Carpentry	\$	\$
6.	MOISTURE PROTECTION Waterproofing, Insulation, Caulking, Sealants, etal.	\$	\$
7.	DOORS and WINDOWS	\$	\$
8.	FINISHES Stucco, Drywall, Flooring, Acoustical Ceilings Painting and other Finishes	\$	\$
9.	FINISHES Stucco, Drywall, Flooring, Ceilings Painting and other Finishes	\$	\$
10.	FURNISHINGS: Sauna Equipment	\$	\$
11.	PLUMBING	\$	\$
12.	MECHANICAL	\$	\$
13.	ELECTRICAL	\$	\$
14.	DEMOLITION	\$	\$
<b>SUBTOTAL</b>			\$
<b><u>LUMP SUM FIXED PRICE ITEMS:</u></b>			
5% CONTINGENCY			
MOBILIZATION			
<b>GRAND TOTAL</b>			



**DOCUMENT 00401  
CITY OF LAUDERHILL  
BID BOND**

**BIDDER:** *(Name and Address):*

\_\_\_\_\_  
\_\_\_\_\_

**SURETY:** *(Name and Address of Principal Place of Business):*

\_\_\_\_\_  
\_\_\_\_\_

**OWNER:** *(Name and Address):* CITY OF LAUDERHILL  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

**BID:** BID DUE DATE: **March 29, 2023**

PROJECT TITLE:

**City of Lauderhill, Florida  
RFP 2023-018**

**BOND:** BOND NUMBER: \_\_\_\_\_

DATE: *(Not later than Bid Due Date):* \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ 5% of Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
City of Lauderhill

By: \_\_\_\_\_  
Signature and Title

**RFP 2023-018  
HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

Attorney)

(Attach Power of

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1.If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2.In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

- 3.1.Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2.All bids are rejected by Owner, or
- 3.3.Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after

City of Lauderhill

**RFP 2023-018**

**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

**DOCUMENT 00402**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderhill, Florida

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendre.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

City of Lauderhill

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**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

END OF DOCUMENT

**DOCUMENT 00403**  
**TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

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Amount: \_\_\_\_\_ Total     \$ \_\_\_\_\_

Bidder acknowledges that this amount is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, responsible to determine any safety or safety related standards that apply to the project.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DOCUMENT 00420**  
**PROPOSERS QUALIFICATION FORM**  
**City of Lauderhill, Florida**  
**RFP 2023-018**

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor? Please attach all certifications, licenses, endorsements etc. (Attachment No. 1)

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2. Describe the last project of this nature you have completed?

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3. Have you ever failed to complete work awarded to you: If so, where and why?

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4. Name three individuals or corporations for which you have performed work and that will attest to your company's performance (list contact person(s) and phone nos.):

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5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information for all co-ventures).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% COMPLETION TO DATE</u>
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(Continue list on inset sheet if necessary)  
(Attachment No. 2)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

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7. Will you sublet any part of this work? If so, please list subcontractors in Document 00421.

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8. What equipment do you own that is available for the work?

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9. What equipment will you purchase for the proposed work?

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10. What equipment will you rent for the proposed work?

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11. Attach the Financial Statement of the undersigned to this document and furnish the name and telephone number of the individual who can best answer questions regarding this statement:

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(Attachment No. 3)

12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

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Correct Name of Bidder

- (a) The business is a (Sole Proprietorship, Partnership, Corporation)

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- (b) The address of principal place of business is

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- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

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13. State your current insurance Experience Risk Modifier (ERM)

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14. State your current bonding capacity

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15. State your current bonding obligations

City of Lauderdale

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16. State your current bonding rate (%)

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The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

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Signature of Bidder

END OF DOCUMENT

**DOCUMENT 00421  
SUBCONTRACTORS LIST**

**RFP 2023-018**

LIST THE COMPANY NAME ALONG WITH THE TRADE AND THE APPROXIMATE VALUE OF THEIR INVOLVEMENT IN THE PROJECT. ADDITIONAL INFORMATION MAY BE REQUIRED UPON SUBMISSION OF THE BID AS DESCRIBED IN DOCUMENT 00100.

1.	<hr/> <hr/> <hr/>
2.	<hr/> <hr/> <hr/>
3.	<hr/> <hr/> <hr/>
4.	<hr/> <hr/> <hr/>
5.	<hr/> <hr/> <hr/>

END OF DOCUMENT

City of Lauderdale

**RFP 2023-018  
HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

**DOCUMENT 00450**  
**LITIGATION HISTORY FORM**  
**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**  
**City of Lauderdale, Florida**  
**RFP 2023-018**

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor?
2. List all litigation in which your organization has been a plaintiff or defendant within the last ten (10) years. Bidders should be aware that prior litigation history could disqualify your bid. Attach additional pages if necessary.

PLAINTIFF

DEFENDANT

1. \_\_\_\_\_

Brief Description:

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

Brief Description:

\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_

Brief Description:

\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_

Brief Description:

\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_

Brief Description:

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6. \_\_\_\_\_

Brief Description:

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7. \_\_\_\_\_

Brief Description:

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8. \_\_\_\_\_

Brief Description:

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9. \_\_\_\_\_

Brief Description:

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10. \_\_\_\_\_

Brief Description:

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\_\_\_\_\_  
Signature of Bidder

END OF DOCUMENT

**DOCUMENT 00480**  
**NON-COLLUSIVE AFFIDAVIT**  
**RFP 2023-018**

STATE OF \_\_\_\_\_)

ss.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly  
sworn, deposes and says that:

(1) He/She is the \_\_\_\_\_  
f, \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

\_\_\_\_\_ the Bidder that has submitted  
the attached bid:

- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work:
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of  
City of Lauderhill RFP 2023-018

HABITAT II COMMUNITY POOL HOUSE RENOVATIONS

\_\_\_\_\_ 2023.

My commission expires \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00490**  
**DEBARMENT CERTIFICATION**  
**49 CFR Part 29- Appendix B**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND**  
**VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

City of Lauderhill

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HABITAT II COMMUNITY POOL HOUSE RENOVATIONS



7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND**

**VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Signature/Authorized Certifying Official  
Title

---

Typed Name and

---

Applicant/Organization

---

Date Signed

END OF DOCUMENT

City of Lauderhill

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HABITAT II COMMUNITY POOL HOUSE RENOVATIONS

**DOCUMENT 00495**

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_, the duly elected  
Secretary

(person's name)

of \_\_\_\_\_, a corporation  
organized and (Business Name)

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

"

\_\_\_\_\_  
(Person's name)

The duly elected \_\_\_\_\_ of \_\_\_\_\_  
(Title of Officer) (Business Name)

is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Lauderhill and such other instruments in writing as may be necessary of 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 Lauderhill shall be duly 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 \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_

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 Lauderhill that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CITY OF LAUDERHILL  
5581 W. Oakland Park Blvd,  
Lauderhill, FL 33313**

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS  
City of Lauderhill, Florida  
RFP 2023-018**

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors

City of Lauderhill

**RFP 2023-018  
HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owned by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any

Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to relate subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be acceptable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CITY OF LAUDERHILL  
5581 W. Oakland Park Blvd,  
Lauderhill, FL 33313**

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS  
RFP 2023-018**

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

City of Lauderhill

**RFP 2023-018  
HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default: and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract: or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner: or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any

remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4: and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

**DOCUMENT 00650**

**ACKNOWLEDGEMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO: THE CITY OF LAUDERHILL

We \_\_\_\_\_

hereby acknowledge and agree that if chosen as contractors for:

**RFP 2023-018**

that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, along with all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Lauderhill and its consultants, against any and all legal liability or loss the City or the Engineer may incur due to our failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
DATE

END OF DOCUMENT

City of Lauderhill

**RFP 2023-018  
HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**



**HABITAT II COMMUNITY POOL HOUSE RENOVATIONS**

**RFP 2023-018**

**DOCUMENT 00900**

**ADDENDUM**

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