

**CONTRACT DOCUMENTS
AND SPECIFICATIONS
For**

RFP # 2011-003

Green Technology Sports Field Lighting Retrofit Project

**American Recovery & Reinvestment Act (ARRA)
Florida Energy and Climate Commission
Agreement # ARS058**

**City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, Florida 33064
954-943-6500**

Advertisement Date: March 20, 2011

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CITY OF LIGHTHOUSE POINT REQUEST FOR PROPOSAL

Sealed bids will be received by the City of Lighthouse Point for **“RFP # 2011-003, Green Technology Sports Field Lighting Retrofit Project.”** Sealed bids shall be submitted to the Office of the City Clerk, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, until 2:00 p.m., (local time) Wednesday, April 20, 2011. Bids will be publicly opened and immediately read aloud in the office of the City Clerk.

The bids shall be based upon furnishing all equipment, materials, and labor necessary to remove existing lighting fixtures (excluding poles) and replace with green technology light fixtures and all related electrical components. The existing electrical components supporting the existing light fixtures are obsolete and need to be replaced in their entirety. This is a turn key operation to remove and replace sport field light fixtures and all the associated electrical components from the initial public utility power source to the light fixtures located on the poles. The existing light poles will be reused and not replaced. All work shall conform to the Florida Building Code, latest revision.

The two project sites are located at 1) Frank McDonough Park, 3500 N.E. 27th Avenue, and 2) Dan Witt Park, 4521 N.E. 22nd Avenue, Lighthouse Point, FL 33064.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk located at 2200 N.E. 38th Street, Lighthouse Point, FL 33064. This bid is also advertised on www.demandstar.com. Bids will not be accepted from anyone who obtains the bid documents from any other party.

Upon award of bid, the CONTRACTOR shall be required to attend a pre-construction meeting. The time, date, and place of the meeting shall be set by the CITY. CITY reserves the right to:

- a. Reject any and all bids.
- b. Delete any portion of the project.
- c. Waive formalities in any bids.
- d. Extend the project within the limits of the items involved.
- e. Reject all bids and re-advertise the project.

Proposals shall be received in the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, either by mail or hand delivery, on or before 2:00 p.m., local time, on Wednesday, April 20, 2011, where shortly thereafter proposals will be opened and read aloud. **One (1) original and four (4) complete copies** must be submitted in sealed packaging and clearly marked on all outer packaging, including outer shipping package and/or envelope, **“RFP # 2011-003, Green Technology Sports Field Lighting Retrofit Project.”** Late proposals shall not be accepted or considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

It will be the sole responsibility of the bidder to clearly mark bid outer package as such and ensure that the bid reaches the City Clerk prior to bid opening date and time listed.

A certified check, cashier's check, bank officers check, or bid bond for ten percent (10%) of the bid amount, made payable to the City of Lighthouse Point, shall accompany each proposal.

No bidder shall withdraw his bid for thirty (30) days after the actual date of the bid opening.

The Contractor shall include within his bid all costs for the proper disposal of existing lighting fixtures and materials, and excess material generated on-site in the performance of his work, as directed by the City.

Funds for this project are derived from federal grants and therefore the successful Bidder must comply with all federal guidelines. This project is specifically being funded by the American Recovery and Reinvestment Act (ARRA). Special attention should be paid to the ARRA Provisions by all bidders when reviewing the bid documents and submitting a bid proposal. There are significant reporting requirements for contractors performing projects funded by the ARRA.

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

QUALIFICATION OF BIDDERS

No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City of Lighthouse Point. The Bidder must possess at least three (3) years demonstrated experience in construction services in work similar to or larger than the work anticipated in this project. The Bidder must have sufficient qualified staff to complete the work in the time required. The Bidder must provide three (3) construction work related references. The City may contact these references when evaluating Bidders.

PERSONAL INVESTIGATION

Bidders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES

Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Bidders shall abide by the decision of the City Administrator or designee as to such interpretation.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of specifications or other contract documents will be made orally to any Bidder. Prospective Bidders must request from the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Bidders (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation

under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

LEGAL CONDITIONS

Bidders are notified to familiarize themselves with the provisions of the laws and regulations of the United States, State of Florida, Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point.

FORMS OF PROPOSALS

Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. **One (1) original and four (4) copies** must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Bidder and be clearly marked **"SEALED PROPOSAL RFP # 2011-003, GREEN TECHNOLOGY SPORTS FIELD LIGHTING RETROFIT PROJECT."** The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

OPENING OF BIDS

Bids must be received in the City Clerk's Office by Wednesday, April 20, 2011, no later than 2:00 p.m. (local time), where immediately thereafter they will be publicly opened and read aloud. Bids received by mail or otherwise after the time specified for the opening of Bids as indicated in the Notice to Bidders will not be accepted and will be returned to the Bidder unopened. Any dispute about the timeliness of the submission will be resolved against the Bidder.

BID BOND

A certified check, cashier's check, bank officer's check, or bid bond for ten percent (10%) of the amount bid, made payable to the City of Lighthouse Point, shall accompany each proposal as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Bidder will be returned to him. The certified

or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Lighthouse Point as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

PERFORMANCE BOND

Successful Bidder is required to provide performance and payment bonds for the full value of the contract price of the project.

FILLING IN BIDS

All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the Bidder shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

BIDS FIRM FOR ACCEPTANCE

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening.

WITHDRAWALS

Any Bidder may, without prejudice to himself, withdraw his Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving proposals, no Proposal can be withdrawn, modified, or explained, and the City may proceed to award the bid to the Bidder notwithstanding any attempt by Bidder to withdraw the bid after the time period for receiving has expired. In such case, should Bidder refuse to enter into the contract, the City shall have the right to retain the bid bond. Retention of such amount shall not be construed as a penalty or forfeiture.

CAUSES FOR REJECTION

No Proposal will be canvassed, considered, or accepted which, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the Proposal informal.

REJECTION OF BIDS - The City reserves the right to reject any Bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected if there is reason to believe that collusion exists among Bidders. A Proposal will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all

Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject Proposals and re-advertise.

AWARD OF BID

The City will award the Bid to the most responsible and responsive qualified lowest Bidder. The Bidder must possess at least three (3) years demonstrated experience in construction services in work similar to or larger than the work anticipated in this project. All Bidders are reminded that the initial award may be canceled by the City and awarded to the next most responsible and responsive lowest Bidder. If this occurs, the next most responsive and responsible shall fulfill every stipulation as if it were the original party to whom award was made.

AGREEMENT

Concurrently with the issuance of the Notice of Award, the City will provide three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter the Contractor shall deliver three (3) signed counterparts of the Agreement, all Contract Documents, Bond and Insurance Certificates to the City. Within ten (10) days thereafter, the City will deliver one (1) fully signed Agreement to the Contractor.

Contractor's failure to timely deliver three (3) counterparts of the Agreement may be treated by City as a rejection of the award by Contractor.

After completion of all document submission and signing, a Notice to Proceed will be issued.

NOTICE TO PROCEED

Issuance of the Notice to Proceed will be issued by the City prior to the Contractor beginning work.

CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contractor Time) is set forth in the Bid Form and will be included in the Agreement.

LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Specifications with consideration of possible substitute or "or equal" items.

SUBCONTRACTORS

A list of all Subcontractors, and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work need to be identified as to name, contact information, and what they services and/or materials they will be providing. The subcontractor information is required to be submitted with the RFP documents. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization if requested by City. If City after due investigation has

reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to City.

No Contractor shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

Subcontractors will need to meet any requirements in the Agreement and Federal guidelines that are expressly applicable to subcontractor.

PAYMENT

Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Requests can be made for not more than two (2) partial payments based upon materials provided and work performed less 10% retainage, and one (1) final payment. Final payment will not be made until all permits are closed and upon acceptance by the City. Successful Bidder can submit final payment request upon completion of the project.

AUDIT OF CONTRACTOR'S RECORDS

Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to five (5) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that his subcontractor will provide access to his records pertaining to the project upon request by the City.

QUESTIONS ABOUT THE RFP

Questions regarding the project or the Proposal process shall be directed in writing to the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by fax 954-784-3446 or email at LHPAdmin@lighthousepoint.com. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the Bid may be grounds for elimination from the selection process. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

FEDERAL GRANT FUNDED PURCHASES

Vendors submitting proposals for this purchase must validate that they are not excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Information may be found at the Excluded Parties List System at: <https://www.epls.gov/>.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 SPECIAL TERMS AND CONDITIONS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

- i. Registration: Section 1512 provides that first tier Contractors of ARRA funds must register with Central Contractor Registration database (CCR). CCR registration can be completed at <http://www.ccr.gov>. CCR registration must be completed before the first quarterly Section 1512 report is due.
- ii. Reporting: Section 1512 provides for federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), requires vendors contractors to report their Dun and Bradstreet number (DUNS). Vendors who do not know their DUNS number may receive more information through www.dnb.com and select "D & B D-U-N-S Number." A DUNS number request takes approximately 30 days to receive and there is no cost. Vendors will need this number if they are awarded a project with ARRA funds by Collier County. If a project is grant funded, and to satisfy the grant reprinting requirements, the County may require additional reporting information from the vendor (i.e. job reports, etc.).
- iii. Buy American: Section 1605(a) of the Recovery Act directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration or repair of a public building or public work unless all the iron, steel and manufactured goods used are produced in the United States. The law covers Recovery Act-funded federal contracts as well as Recovery Act-funded state and local public works projects.
- iv. Davis Bacon: Section 1606 of the Recovery act directs that projects awarded as a result of this contract will be subject to federal grant requirements involving prevailing wages as described in the US Department of Labor's site <http://www.gpo.gov/davisbacon/fl.html>. See attached Wage Determination FL 307, Modification #0, Publication Date 3/12/2010.
- v. Waste Disposal: The Contractor shall develop a disposal plan for sanitary or hazardous waste generated by a specific project. The Contractor shall comply with all NEPA requirements.

INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL OR COMMERCIAL LIABILITY

Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more

restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

WORKER'S COMPENSATION

Contractor shall comply with follow statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and xx/100 dollars (\$1,000,000.00) limit, and One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force in accordance with State Statutes.

BUSINESS AUTOMOBILE LIABILITY

Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

CERTIFICATES OF INSURANCE

Before commencing performance of the Agreement, the Contractor shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- a) Name of insurance carrier(s)
- b) Effective and expiration dates of policies
- c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
- d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project and location.

Such insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

SUBCONTRACTOR INSURANCE

Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any Contractor, subcontractor or any of the Contractor's agents, servants, or employees during the performance of the Work before the estimates have become due under this Contract, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

SPECIFICATIONS

This project involves the removal of existing sports field lighting at Frank McDonough Park, currently with 47 fixtures, and Dan Witt Park, currently with 42 fixtures, and install "Musco" or "equivalent" green technology sports field lighting at each Park. The bids shall be based upon furnishing all equipment, materials, and labor necessary to remove existing lighting fixtures (excluding poles) and replace with green technology light fixtures and all related electrical components. The existing electrical components supporting the existing light fixtures are obsolete and need to be replaced in their entirety. This is a turn key operation to remove and replace sport field light fixtures and all the related electrical components from the initial public utility power source to the light fixtures located at the top of the existing poles. The existing light poles will be reused and not replaced. Successful Bidder is required to submit electrical plans and product approvals for permitting with the Lighthouse Point Building Department. Permit fees will be waived. All work shall conform to the Florida Building Code, latest revision.

The successful Bidder will provide labor, materials, equipment and supplies, which will include delivery and installation of all light fixtures and related electrical components for the completion of the project. The project also includes the labor, material, supplies and equipment to remove and the disposal of the existing light fixtures and obsolete electrical components. A ten (10) year signed manufacturer warranty will be required for the project.

PART 1 – GENERAL

Bidders are required to perform an on-site inspection prior to bidding to determine conditions and work requirements. On-site inspections must be coordinated through the City Clerk's by calling 954-943-6500. The project sites are to remain open during the project; however, City will consider a temporary closure for safety reasons on an as needed basis, with a continuous duration of no more than a 24 hour period.

1.1 SUMMARY

A. The sports lighting will be for the following fields:

1. Dan Witt Park

- a) Volleyball (a & b can operate on the same light switch)
- b) Softball #1 (a & b can operate on the same light switch)
- c) Soccer (c & d can operate on the same light switch)
- d) Softball #2 (c & d can operate on the same light switch)

2. Frank McDonough Park

- a) Softball (a & b can operate on the same light switch)
- b) Soccer (a & b can operate on the same light switch)
- c) Volleyball (c must operate on its own light switch)

B. The primary goals of this sports lighting project are:

1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect fixture outages over a 10 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, City requires a remote on/off control system for the lighting system.
2. Environmental Light Control: A primary goal of the project is to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 10 years.
4. Energy Efficiency and Conservation Block Grant (EECBG) Program: This project has been awarded EECBG funding and must meet all requirements for application and reporting.

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 10 years. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Max to Min Uniformity Ratio	Grid Points	Grid Spacing
Volleyball (DWP)	20 footcandles	8.0:1.0	45	10' x 10'
Soccer (DWP)	25 footcandles	2.5:1.0	48	30' x 20'
Softball Infield (DWP)	50 footcandles	2.0:1.0	25	20' x 20'
Softball Outfield (DWP)	30 footcandles	2.5:1.0	73	20' x 20'

Softball Infield (FMP)	50 footcandles	2.0:1.0	25	20' x 20'
Softball Outfield (FMP)	30 footcandles	2.8:1.0	71	20' x 200'
Soccer (FMP)	30 footcandles	2.5:1.0	55	30' x 30'
Volleyball (FMP)	20 footcandles	2.0:1.0	21	10' x 10'

1. Lumen maintenance control strategy: A constant light system shall use automatic power adjustments to achieve a lumen maintenance control strategy as described in the IESNA Lighting Handbook 9th Edition Lighting Controls Section pages 27-2 and 27-3: "Lumen maintenance control strategy calls for reducing the initial illumination of a new system to the designed minimum level. As lumen depreciation occurs, more power is applied to the lamps in order to maintain constant output." Any submission of Constant or Continuous Light Systems that do not conform to the IESNA definition above shall be rejected.
2. Independent Test Report: Proposers bidding as a constant light system must provide an independent test report verifying the field performance of the system for the duration of the life of the lamp, signed by a licensed professional engineer with outdoor lighting experience.
3. Project References: Manufacturers bidding any form of a constant light system must provide a minimum of three (3) project references within the State of Florida that have been completed within the last three (3) calendar years utilizing this technology, or equal, that has a minimum of 500 hours of operation and field testing to verify light levels. Manufacturer will include project name, project city, contact name, and phone number for each reference. This information is to be provided on the Form of Proposal at the time of bid submittal.

B. Mounting Heights: This is a retrofit project using existing concrete poles.

1.3 LIFE CYCLE COSTS

- A. Energy Consumption: The average kWh consumption for the field lighting system shall be less than or equal to amounts listed for the following parks
 - a. Dan Witt Park – 55 kWh or less
 - b. Frank McDonough Park - 51 kWh or less
- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 10 years of operation based upon 450 usage hours per year.
- C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 10 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. CITY agrees to check fuses in the event of a luminaire outage.
- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the CITY of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).

- E. Remote Lighting Control System: System shall allow CITY and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with training needs. The CITY may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute “early off” commands by phone. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- F. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.
- G. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 10 years.
- H. 10-Year Life Cycle Cost: Manufacturer shall submit 25-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

a.	Luminaire energy consumption #___ luminaires x ___kW demand per luminaire x .11 kWh rate x 450 annual usage hours x 10 years		
b.	Cost for spot relamping and maintenance over 10 years Assume 10 repairs at \$ \$500 each if not included with the bid	+	
c.	Cost to relamp all luminaires during 10 years 450 annual usage hours x 10 years / <u>lamp replacement hours</u> x \$125 lamp & labor x #___ fixtures if not included with the bid	+	
d.	Extra energy used without base bid automated control system \$ Energy consumption in item a. x 15% if control system not included with the bid	+	
	TOTAL 25-Year Life Cycle Operating Cost	=	

- 1.4 Energy Efficiency and Conservation Block Grant (EECBG) Program: This project is being funded by State of Florida EECBG funding and must meet all requirements for application and reporting. Manufacturers must supply the following data per www.eecbg.energy.gov requirements.

- A. Jobs created and/or retained
- B. Life Cycle Costs Savings Analysis – as described in item 1.4 above
- C. Carbon dioxide (CO2) emission reduction – energy kW savings provided by the lighting system shall be converted into CO2 savings according to the EPA guidelines found at <http://www.epa.gov/cleanenergy/energy-resources/refs.html>.
- D. “Buy American” provision – products used for this project must be manufactured in the United States and meet the “Buy American” provision of the ARRA – American Recovery and Reinvestment Act of 2009.

1.5 WARRANTY AND GUARANTEE

- A. 10-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 10 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

1.6 DELIVERY TIMING

- A. Equipment On-Site: The equipment must be on-site 4-6 weeks from receipt of approved submittals and receipt of complete order information.
- B. Plan Approval: The CITY will review shop drawings and product approvals from the manufacturers to ensure compliance to the specification. Ultimately, the Building Official will approve the plan at permitting.

1.7 EQUIVALENT SYSTEM REQUIREMENTS

- A. Bidder is to utilize Musco's SportsCluster Green™ System or equivalent.
- B. Compliance to Specifications: Acceptance of an equivalent bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the Bidders proposal.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

- A. System Description: Lighting system shall consist of the following:
 - 1. Galvanized crossarm assembly for attachment to existing concrete pole structures.
 - 2. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
 - 3. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor, and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 - 4. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 5. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.
- B. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

- C. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated for protection against corrosion and stress corrosion cracking. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
- D. Lightning Protection: All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall verify compliance or supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of #2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height.
- E. Safety: All system components shall be UL Listed for the appropriate application.
- F. Electric Power Requirements for the Sports Lighting Equipment:
1. Electric power: 480 Volt, 3 Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.2 Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field over 10 years. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the following Initial and target/maintained light levels. For equivalent systems, scans for both initial and maintained light levels shall be submitted.

Area of Lighting	Average Initial Light Levels	Average Target/Maintained Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Volleyball (DWP)	28.5 footcandles	20 footcandles	8.0:1.0	45	10' x 10'
Soccer (DWP)	35.7 footcandles	25 footcandles	2.5:1.0	48	30' x 20'
Softball Infield (DWP)	71.4 footcandles	50 footcandles	2.0:1.0	25	20' x 20'
Softball Outfield (DWP)	42.8 footcandles	30 footcandles	2.5:1.0	73	20' x 20'
Softball Infield(FMP)	71.4 footcandles	50 footcandles	2.0:1.0	25	20' x 20'
Softball Outfield (FMP)	42.8 footcandles	30 footcandles	2.8:1.0	71	20' x 200
Soccer (FMP)	42.8 footcandles	30 footcandles	2.5:1.0	55	30' x 30'
Volleyball (FMP)	28.5 footcandles	20 footcandles	2.0:1.0	21	10' x 10'

2.3 Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, CITY's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: If, in the opinion of the CITY or appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:
 - 1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
 - 2. Manufacturer shall minimize the CITY's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the CITY the amount of \$3,000.00 (three thousand dollars) for each additional fixture required.
 - 3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

3.2 FIELD LIGHT LEVEL ACCOUNTABILITY

- A. Manufacturer shall provide a Goosen 5032C Light Meter, or equal, to the CITY. Meter shall be calibrated and certification papers provided. Meter provided upon initial light test.
- B. Light levels are guaranteed not to fall below the target maintained light levels for the entire warrantee period of 10 Years.
- C. In addition to initial light test certification at project completion, Manufacturer shall perform light tests on all fields each year for the entire warrantee period (10 years) to verify that all light levels and uniformities meet the specifications designed for this project. The contractor/ manufacture will be held responsible for any and all changes needed to bring these fields back to compliance. Contractor/ Manufacture will be held responsible for any damage to the fields during these repairs.
- D. If the CITY feels that light levels have fallen below the target maintained value identified in the specification at any time during the warrantee period, the CITY may request Manufacturer/contractor to conduct a full grid light test to verify compliance to specification. If light levels do not meet the target maintained value identified in the specification, Manufacture/contractor shall be required to resolve the problem and bring light levels to the target maintained and uniformity value identified in the specification within 2 weeks.

FORM OF PROPOSAL

THIS SECTION MUST BE ANNOTATED AND RETURNED WITH THE PROPOSAL

TO THE CITY OF LIGHTHOUSE POINT, FLORIDA

The undersigned bidder proposes to furnish all labor, tools, material equipment and supplies , and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Lighthouse Point, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract documents on file in the Office of the City Clerk of Lighthouse Point, which are referred to below and made a part hereof, at the following unit prices, to-wit;

“Green Technology Sports Field Lighting Retrofit Project”

PROJECT # 2011-03

Activity	Bid Amount
Sports Lights and Electrical Components	\$
Labor Costs	\$
10-Year Life Cycle Operating Cost Total (from Section 1.3, Item H)	\$
Other Costs	\$
Total Project Cost: (Total of above Bid Items)	\$

Total project bid amount stated in words:

The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject Proposals and re-advertise. All information requested must be completed and submitted in the sealed Proposal package. The successful Bidder will be required to enter into an Agreement with the City.

Include in the proposal a separate page describing the work to be performed and provide a sketch or plan of the proposed work.

PROPOSAL (Continued)**PROJECT # 2011-003**

Provide three (3) construction work related references:

Project Name	Project City	Contact Name	Phone Number

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 (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary, and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State. **PLEASE PRINT OR TYPE.**

Firm Name: _____

Address: _____

Telephone: _____

Fax: _____

(Name)_____
(Title)_____
(Name)_____
(Title)_____
(Name)_____
(Title)

The undersigned Bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update their records should he be awarded the Work described below. The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the Work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The undersigned Bidder has not divulged to, discussed, or compared this Bid with other Bidders, and has not colluded with any other Bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal.

PROPOSAL (Continued)**PROJECT # 2011-003**

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

<u>Addendum No.</u> <u>Received</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

DATE: _____

FOR: _____

(Witness - Print or Type Name)BY: _____
(Signature)_____
(Witness – Print or Type Name)_____
(Print Name)

TITLE: President () Vice-President ()

(Corporate Seal)

Remainder of this page intentionally left blank

PROP0SAL

ATTACHMENT: Bidder Lighting Submittal Data

All Bidders Must Submit the Form Regardless of Product

(All items must be submitted with the specification or the Bidder may be deemed non responsive.)

Included	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer and manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), or homeplate for baseball/softball fields. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. If bidding constant light, Independent field test report from licensed professional engineer g. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values.
	C	Off Field Lighting Design	Lighting design drawings showing spill light levels in footcandles as specified in section 1.3 A.
	D	Life Cycle Cost calculation	Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 25 Years.
	E	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.
	F	Control and Monitoring	Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.
	G	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the CITY. Light levels must be guaranteed per specification for 25 years.
	H	Warranty	Provide written warranty information including all terms and conditions.
	I	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years.
	J	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
	K	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications.
	L	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance
	M	Independent Test	Manufacturers bidding as a constant light system must provide an independent test report verifying the field performance of the system for the duration of the life of the lamp, signed by a licensed professional engineer with outdoor lighting experience.

Manufacturer: _____

Signature: _____

Contact Name: _____

Date: ____/____/____

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: _____

President: _____

Business Address: _____

Telephone: _____

Fax: _____

1. How many years has your organization been in business? _____

2. Have you ever failed to complete work awarded to you; if so, where and why?

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

4. Will you sub-contract any part of this work? If so, list the portions or specialties of the work that you will.

a) _____

b) _____

c) _____

d) _____

Licensed

in:

(County/State)

Contractor's License # _____ Expiration

Date: _____

Contractor must have proper licensing prior to submitting bid and must submit evidence of same with Bid.

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, CITYs, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, CITYs, employees, or parties in interest, including this affiant.

Signature

Print Name _____

Title

Date _____

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2011.

Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Company)

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

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2011.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

SUPPLEMENTAL CONDITIONS

Federal attachments are in a separate PDF file.

From the American Recovery and Reinvestment Act (ARRA)

Compliance Documentation:

Federal Funding Grantee, Subgrantee and Contractor Provisions

Contract Provisions

Contract Work Hours and Safety Standards Act

*Recovery Act Buy American Provisions

*Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion-Primary Covered Transactions

*Disclosure of Lobbying Activities

Wage Determination FL100307, FL 307

Modification Number 0, Publication Date 3/12/2010

*** Federal documentation is required and must be completed and
submitted with the bid proposal**

ARRA Posters for Job Site:

"Know Your Rights Under the Recovery Act!"

"Employee Rights Under the Davis-Bacon Act"

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____ 2011, between:

CITY OF LIGHTHOUSE POINT, a Florida municipal corporation, hereinafter "CITY,"
and

a Florida corporation,
authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

SECTION 1 PREAMBLE

1.1 In order to establish the background, context and form of reference for this AGREEMENT and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of mutual considerations upon which this AGREEMENT is based. CITY obtained price quotes indicating the CITY'S desire to hire a contractor to perform work concerning the:

“RFP # 2011-003, Green Technology Sports Field Lighting Retrofit Project”

1.2 On _____, the City Commission awarded the project to CONTRACTOR to furnish the equipment, materials, tools, supplies, labor, and permitting documents necessary to install green technology sports field lighting at Frank McDonough Park and Dan Witt Park located in the City of Lighthouse Point, Florida.

SECTION 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the equipment, materials, tools, supplies, labor, and permitting documents necessary to install “green technology” sports field lighting at Frank McDonough Park and Dan Witt Park identified in Request for Proposal (RFP) #2011-003. The CONTRACTOR’S Proposal and RFP #2011-003 are included in this AGREEMENT in their entirety as Exhibit A.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this AGREEMENT with CONTRACTOR, that CONTRACTOR carries all required licenses to perform the specified work has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this AGREEMENT.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction and electrical practice. The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment. If within ten (10) years following the date of final payment pursuant to Section 3 below, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to immediately correct any defects and re-perform such deficient services without charge to the CITY.

2.4 The light manufacturer shall supply a signed warranty covering the entire system for ten (10) years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

2.5 CONTRACTOR is required to supply a list of all related equipment owned by the company. The manufacturer, model, capacity, and age of the equipment shall be listed on the roster. The CITY reserves the right to inspect and reject any or all equipment listed deemed to be unsuitable for work to be done.

2.6 CONTRACTOR agrees the staging and storage location of vehicles, equipment, and materials must be approved by the CITY Director of Public Works.

2.7 CONTRACTOR is responsible for public safety at and around the job site. CONTRACTOR shall provide and install warning devices necessary for public safety. Warning devices may include "Men Working" signs, barricades, and orange traffic cones, etc.

2.8 Cleanup of all debris generated by the work performed under this AGREEMENT shall be performed before the end of each work day. CONTRACTOR shall not leave the work location until cleanup is achieved. The work location shall be left equal to or cleaner than pre-work conditions.

SECTION 3 CONTRACT SUM

3.1 The CITY hereby agrees to pay CONTRACTOR _____ for the faithful performance of this AGREEMENT, for work completed in accordance with the Contract documents and stipulated in CONTRACTOR'S Bid. Mobilization, preparation of permitting documents, construction, reduction in productivity, utilization, and restoration of work areas are included in the contract price.

3.2 For payment purposes, CONTRACTOR shall invoice CITY, upon successful completion of the project as determined by the CITY, a lump sum final payment. Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Requests can be made for not more than two (2) partial payments based upon materials provided and work performed less 10% retainage, and one (1) final payment. Final payment will not be

made until all permits are closed and upon acceptance by the City. Successful Bidder can submit final payment request upon completion of the project.

3.3 City shall make the final payment only upon receipt from Contractor of written verification that all subcontractors, vendors, and suppliers have been paid and releases or waivers of liens from the Contractor, subcontractors, and suppliers.

SECTION 4 PROTECTION OF PROPERTY

4.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY'S property and properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, lights, structures on park premises, park and playground equipment etc., on account of the work being carried on pursuant to this AGREEMENT. CONTRACTOR will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the work.

4.2 The CONTRACTOR shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public.

4.3 CONTRACTOR is responsible for repairs or replacements of property damaged by the CONTRACTOR during the performance of work. This includes restoration of the park grounds. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the CITY. CONTRACTOR shall immediately contact the CITY of any damaged property during project time.

SECTION 5 CONTRACT PERIOD

The Work shall be completed no later than ninety (90) days from the execution of this AGREEMENT which will include final inspection and acceptance by CITY. CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this AGREEMENT and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section 13 herein.

SECTION 6 HOURS OF WORK

Allowable work time is Monday through Friday, from 8:00 a.m. to 5:00 p.m. The City Administrator may, but is not obligated to, authorize additional work days and hours depending on circumstances that may be encountered that are beyond the control of the contractor.

SECTION 7 CONTRACTOR'S RESPONSIBILITIES

In addition to those responsibilities enumerated in Article 4 above, the CONTRACTOR shall be responsible for the following:

7.1 CONTRACTOR shall bear all of its own operating costs and is responsible for all permit and license fees (see Section 10 below), and to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the CITY, the CONTRACTOR shall be reimbursed on the price specified in the AGREEMENT.

7.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be responsible to see that the finished Work complies with the Florida Building Code standards, latest revision.

7.3 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Construction services shall be performed by qualified electrical contractors licensed to do business in the State of Florida and Broward County (including suppliers selected and paid by the CONTRACTOR). CONTRACTOR shall at all times maintain good discipline and order at the site.

7.4 CONTRACTOR shall furnish, pay for, and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work. This includes the removal and disposal of existing lighting fixtures and electrical components.

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

7.6 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

7.7 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7.8 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

7.9 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

7.10 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the Project site and shall not unreasonably encumber the premises or adjacent areas with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work, except for damage caused by vandalism or similar instances which were reported to the Lighthouse Point Police Department. Should any claim be made against CITY by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises and adjacent areas.

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

7.12 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

SECTION 8 DEFECTIVE WORK

8.1 If the Work is defective, or 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, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

8.2 If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by CITY, correct Work and replace it with non-defective Work. CONTRACTOR shall bear all direct costs of such correction (including but not limited to fees and charges of engineers, architects and other professionals).

SECTION 9 CITY ADMINISTRATOR'S RESPONSIBILITIES

9.1 CITY Administrator, or his designee, such designation to be made in writing, will be CITY'S contact person during the work period and until final close-out of the Project.

9.2 CITY Administrator, or his designee, will make visits to the work sites 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. CITY Administrator's, or his designee's, efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work conforms with Contract Documents.

9.3 CITY Administrator, or his designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as CITY Administrator or his designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by CONTRACTOR that is not authorized by the terms of this AGREEMENT.

9.4 CITY Administrator, or his designee, will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CITY or CONTRACTOR. CITY Administrator, or his designee, will make initial decisions on all claims, disputes or other matters in question between CITY and CONTRACTOR. Written notice of each such claim, dispute or other matter will be delivered by claimant to CITY Administrator, or his designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise thereto, together with written supporting data.

9.5 In the event CITY and CONTRACTOR disagree upon whether CONTRACTOR is entitled to be paid for Work required by CITY, or in the event of any other disagreements over the scope of Work included within the Contract Price, CITY and CONTRACTOR agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, CONTRACTOR shall furnish CITY with a good faith estimate of the costs to perform the disputed Work in accordance with CITY'S interpretations. If the parties are unable to agree, and CITY expects CONTRACTOR to perform the Work in accordance with CITY'S interpretations, CONTRACTOR shall proceed to perform the disputed Work, conditioned upon CITY issuing a written order to CONTRACTOR directing CONTRACTOR to proceed and specifying CITY'S interpretation of the Work that is to be performed.

9.6 Without invalidating this AGREEMENT, CITY Administrator is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

SECTION 10 PERMITS AND LICENSES

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that the CITY hereby waives its own municipal permit and inspection fees relating to the Work. No waiver is given with respect to any reinspection fees or fees payable to other governmental agencies.

SECTION 11 CONTRACTOR'S INDEMNIFICATION

11.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this AGREEMENT, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

11.2 The parties recognize that various provisions of this AGREEMENT, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this AGREEMENT and continue in full force and effect as to the party's responsibility to indemnify.

SECTION 12 INSURANCE

12.1 The CONTRACTOR shall provide and maintain in force at all times during the AGREEMENT with the CITY such insurance, including Workers' Compensation and Comprehensive General Liability Insurance, and Automobile Liability Insurance as will assure to the CITY the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

a. Comprehensive General or Commercial Liability:

CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the CITY of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. CITY shall be named as an additional insured. Coverage must be afforded on a form no more restrictive

than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

b. Worker's Compensation:

CONTRACTOR shall comply with follow statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) limit, and One Hundred Thousand Dollars (\$100,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force in accordance with State Statutes.

c. Business Automobile Liability:

CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The CITY shall be named as an additional insured in respect to this AGREEMENT. Certificates evidencing the required limits will be provided to the CITY annually on the anniversary date of the AGREEMENT. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

12.2 CONTRACTOR shall ensure that its Insurance provides adequate coverage consistent with its obligations under this AGREEMENT.

12.3 A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing thirty (30) days prior written notice to the CITY in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, CITY may, but is not required to, immediately terminate this AGREEMENT. The CITY shall be named as an additional insured on the Liability Policies with a waiver of subrogation on the Workers' Compensation/Employees.

12.4 CONTRACTOR is advised to require all of its' Subcontractors to provide the aforementioned coverage as well as any other coverages that the AGREEMENT may consider necessary, and any deficiency in the coverages or policy limits of any Subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its subcontractors upon CITY'S request.

SECTION 13 LIQUIDATED DAMAGES

Upon failure of CONTRACTOR to complete the work within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to CITY the sum of Two Hundred and Fifty Dollars (\$250.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this AGREEMENT for completion, as fixed and agreed liquidated damages and not as a penalty. 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 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 CONTRACTOR to complete the Contract on time. CITY shall have the right to deduct from and retain out of monies which may be then 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.

SECTION 14 WARRANTIES AND ATTORNEYS FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CITY with the usual thoroughness and competence of the construction trade. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the AGREEMENT, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels. The venue is Broward County.

SECTION 15 MISCELLANEOUS

15.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

15.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval as evidenced by a letter signed by the CITY Administrator, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

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

15.4 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

15.5 The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

15.6 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

15.7 In accordance with the Public Records Law, CONTRACTOR agrees to permit CITY to examine all records and grants CITY the right to audit any books, documents and papers that were generated during the course of administration of this AGREEMENT. CONTRACTOR shall maintain the records, books, documents and papers associated with this AGREEMENT in accordance with the Public Records Act. Upon CITY'S request, CONTRACTOR shall provide CITY with copies of all public records related to this Agreement at no cost to CITY.

15.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of CONTRACTOR'S Subcontractors used for the work.

SECTION 16 TERM AND TERMINATION

16.1 CONTRACTOR agrees to complete the work within ninety (90) days of the execution of this AGREEMENT. The CITY Administrator can extend the time based on circumstances beyond the control of the CONTRACTOR, or for the convenience of the CITY.

16.2 It is expressly understood and agreed that the CITY may terminate this AGREEMENT, in total or in part, without cause or penalty. In that event, the CITY'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONTRACTOR up to the time of termination. Upon such termination, the CITY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

SECTION 17 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving notice, to-wit:

For CITY: City of Lighthouse Point
Attention: John D. Lavisky, City Administrator
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone: (954) 943-6500
Facsimile: (954) 784-3446

For CONTRACTOR: _____
Attention: _____

Telephone: _____
Facsimile: _____

SECTION 18 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this AGREEMENT, the CITY may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served.

SECTION 19 ACCEPTANCE OF AGREEMENT

Execution of this AGREEMENT by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF LIGHTHOUSE POINT

BY: _____
MAYOR

ATTEST:

CAROL LANDAU, MMC, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

CONTRACTOR

CORPORATE NAME

WITNESSES:

Signature

Signature of President

Print name

Printed Name of President

Signature

Print name

(Seal)

Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and Secretary, respectively, of _____, a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper officials of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2011.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

PRINTED NAME OF NOTARY
