



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

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UTILITY REPAIR SERVICES

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REQUEST FOR PROPOSALS  
NO. 2023-03

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2023-03

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UTILITY REPAIR SERVICES

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## SECTION 1

### NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively "CITY") will be accepting sealed proposals for:

#### UTILITY REPAIR SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2023-03

The CITY is requesting proposals from qualified firms ("PROPOSER") to provide Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration. Quantities are estimated and are for proposal purposes only. When awarded, the contract may be awarded to multiple contractors at the CITY's discretion.

PROPOSER shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, Local government regulations.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

#### PROPOSER QUALIFICATION

PROPOSERS shall have minimum of five (5) years of experience in providing the described utility repair services to other entities with utilities of a similar complexity and size as those owned and managed by the City. PROPOSER must be able to demonstrate a record of exceptional performance and have sufficient financial resources, equipment, and organization to satisfactorily provide the services required.

PROPOSERS shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) PROPOSERS shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that this RFP is issued and shall have a primary or branch office in Miami- Dade, Broward, or Palm Beach County, Florida; ii) PROPOSERS shall be certified underground utility and excavation contractors licensed by the State of Florida; and iii) PROPOSERS shall provide at least three references (Form 3) for similar work performed to show evidence of qualifications and previous experience.

#### MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **April 27, 2023 at 2:00 p.m.** local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Proposal for RFP No. 2023-03 Utility Repair Services
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=meecd03db8671cff4212a328f7c631d740">https://westonfl.webex.com/westonfl/j.php?MTID=meecd03db8671cff4212a328f7c631d740</a>
	You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Thursday, April 27, 2023 2:00 PM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2312 283 1721
Event Password:	weston (937866 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll
	2312 283 1721

#### PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on May 15, 2023 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for RFP No. 2023-03 Utility Repair Services
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=mc25e2ec761c6197c11dc78fa42d2b2e6">https://westonfl.webex.com/westonfl/j.php?MTID=mc25e2ec761c6197c11dc78fa42d2b2e6</a>
	You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	May 15, 2023 Eastern Standard Time (New York, GMT-05:00)
Event Number:	2307 607 9587
Event Password:	utility (8845489 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll
	2307 607 9587

## AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy RFP No. 2023-03 Utility Repair Services, by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

## PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00 will be required to be submitted with the proposal.

## QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso** at [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org), with "RFP No. 2023-03 Utility Repair Services" in the subject line, at least five business days prior to submittal deadline.

## CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor  
Mary Molina-Macfie, Commissioner  
Byron L. Jaffe, Commissioner  
Chris Eddy, Commissioner; and  
Henry Mead, Commissioner

Thaddeus Bielecki, Director of Landscaping, Selection Committee Member;  
Ryan Fernandes, Director of Technology Services, Selection Committee Member;  
Pamela Solomon, Assistant Director of Communications, Selection Committee Member;  
Bryan Cahen, Director of Budget, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

## RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
  - A. Reject any or all proposals;
  - B. Waive any informality in a proposal;
  - C. Waive any deficiency or irregularity in the selection process;
  - D. Accept or reject any or all qualifications statements in part or in whole; and
  - E. Request additional information as appropriate.

2. The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
- D. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso  
Director of Procurement  
City of Weston

Published: April 18, 2023

## SECTION 2

### GENERAL INSTRUCTIONS TO PROPOSERS

#### 2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

#### 2.2 Intent

The CITY is requesting proposals from qualified firms ("PROPOSER") to provide Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration. Quantities are estimated and are for proposal purposes only. When awarded, the contract may be awarded to multiple contractors at the CITY's discretion.

PROPOSER shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, Local government regulations.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER(s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by PROPOSER upon request.

#### 2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER 's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

## 2.4 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

## 2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound original set and one (1) digital copy in Adobe PDF format on a CD/USB drive. Each copy shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

## 2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the submitting "**RFP No. 2023-03 Utility Repair Services**". PROPOSER 's name, address, telephone number and a specific contact person should be included on the outside of the box.

All PROPOSERs are advised that the CITY shall not supply or sell materials to PROPOSER s in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

## 2.7 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.
- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on [www.sunbiz.org](http://www.sunbiz.org) (or other such corporate officer if listed on [www.sunbiz.org](http://www.sunbiz.org) and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.



- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on [www.sunbiz.org](http://www.sunbiz.org). The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

## 2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
  - Proposal Form 1: PROPOSER 's Statement of Organization
  - Proposal Form 2: Personnel
  - Proposal Form 2A: CONTRACTOR's Equipment List
  - Proposal Form 3: References
  - Proposal Form 4: Non-Collusion Affidavit
  - Proposal Form 5: Drug-Free Workplace
  - Proposal Form 6: Independence Affidavit
  - Proposal Form 7: Acknowledgment of Addenda
  - Proposal Form 8: Proposal Security
  - Proposal Form 9: Scrutinized Companies
  - Proposal Form 10: E-Verify Affidavit
  - Proposal Form 11: Public Entity Crimes
  - Proposal Form 12: Certification to Accuracy of Proposal
  - Exhibit B: Fee Schedule
  - Exhibit C: CONTRACTOR's Subcontractors List
  - Exhibit D: Transition Plan (**Not Applicable**)
  - Statement of Financial Stability

- E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project ( does or does not) meet the City Code definition of a public works project.
- F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).
  - Exhibit A: Certificate of Insurance
  - Exhibit E: Performance & Payment Security

## 2.9 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326
- B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

## 2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

## 2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

## 2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition,

a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

#### 2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

#### 2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

#### 2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.
- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

## 2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
  - 1. Reject any or all proposals;
  - 2. Waive any informality in a proposal;
  - 3. Waive any deficiency or irregularity in the selection process;
  - 4. Accept or reject any or all qualifications statements in part or in whole; and
  - 5. Request additional information as appropriate.
  
- B. The City Commission reserves the right to:
  - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
  - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
  - 3. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
  - 4. In the event of a sole proposal, reject the sole proposal.

## 2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

## 2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
  
- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

## 2.19 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY proof of insurance as required herein.

## 2.20 Protest Procedures

- A. Standing: Parties that are not actual PROPOSERS, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to Qualify: Upon notification by the CITY that a PROPOSER is deemed non-responsive and/or non-responsible, the PROPOSER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. A protest may be filed with prior notice to the Office of the City Clerk at City Hall during the following operating hours:  
  
Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.
- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a PROPOSER who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all proposals is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.
- E. Protest Bond: A PROPOSER filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check.

- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual PROPOSERS shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual PROPOSERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.
- G. Stay of Award of Agreement or RFP Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.
- H. Appeals to City Commission: Any actual PROPOSER who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk. An appeal may be filed in person at City Hall with prior notice to the Office of the City Clerk.
- I. Failure to File Protest: An actual PROPOSER that does not formally protest or appeal in accordance with this Section shall not have standing.

## 2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
  - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.

2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

## 2.22 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

## 2.23 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from

subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

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## SECTION 3

### EVALUATION OF THE PROPOSAL

#### 3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

#### 3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

#### 3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

### 3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

**Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.**

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
  - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
  - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
  - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
  - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
  - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**\*\*PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. \*\***

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

### 3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
  - 1. PROPOSER's financial ability to perform the services described in the Agreement.
  - 2. Qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.
  - 3. PROPOSER's experience and performance on comparable contracts in providing utility repair services to other entities with utilities of a similar complexity and size as those owned and managed by the City.
  - 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

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SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. PROPOSER's financial ability to perform the services described in the Agreement.				
B. Qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.				
C. PROPOSER's experience and performance on comparable contracts in providing utility repair services to other entities with utilities of a similar complexity and size as those owned and managed by the City.				
D. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4  
PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.
- B. The proposal security shall be in the form of a cashier's check payable to "CITY of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

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SECTION 5  
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]



FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

\_\_\_\_\_

2. Principal Business Address, Phone and Fax Numbers & Email Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

A. If a corporation, in what state incorporated: \_\_\_\_\_

B. Date Incorporated: \_\_\_\_\_

C. If a joint Venture or Partnership, date of Agreement: \_\_\_\_\_

D. Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_

E. If other than a corporation or partnership, describe organization and name of principals.

\_\_\_\_\_

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name

Title

---

---

---

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. \_\_\_\_\_

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name

Address

Title

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

9. County or municipal business tax receipt number (attach copies):

County: \_\_\_\_\_

Municipal: \_\_\_\_\_

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

---

- A. Name & title
- B. Years of experience with:
  - This company
  - Other similar companies
- C. Education:
  - Degree(s)
  - Year and specialization
  
  - Certificates
  - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or leased.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

FORM 3

REFERENCES

PROPOSERS shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's References.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000> )

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

Name of PROPOSER: \_\_\_\_\_

Bid/RFP/RFQ No: \_\_\_\_\_ Opening Date: \_\_\_\_\_

*The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.*

1. Name of Reference (Person): \_\_\_\_\_

2. Name of Firm/Agency: \_\_\_\_\_

3. Title/Position: \_\_\_\_\_

4. Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

5. What type of work or service has the PROPOSER performed for you or your agency and when?  
Description of Work/Title of Project

	Approximate Completion (Month/Year)
--	--

6. What was the approximate contract value of this work? \_\_\_\_\_  
7. Was the work generally completed on-time and within budget?  
 Yes  No

8. Did the PROPOSER meet the expectations and needs of the project?  Yes  No

9. Was the PROPOSER generally responsive to your requests?  Yes  No

10. Is there anything else you wish to let us know about this PROPOSER?  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Reference: \_\_\_\_\_ Date: \_\_\_\_\_

FORM 4

NON-COLLUSION AFFIDAVIT

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, 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, owners, 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 the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, 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 Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of PROPOSER)

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 specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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 (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

FORM 6

INDEPENDENCE AFFIDAVIT

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

I am \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

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

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8  
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.

---

Signature (Blue Ink Only)

---

Date

---

Print Name

---

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number  
(FEIN) is: \_\_\_\_\_  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(print name of individual signing this document)

and my relationship to the entity is: \_\_\_\_\_

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:  
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;  
or  
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

b. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. \_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, upon being duly sworn, deposes and says:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. I \_\_\_\_\_ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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## AGREEMENT DOCUMENTS

The Agreement located in this Section for the Utility Repair Services within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT

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UTILITY REPAIR SERVICES

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RFP No. 2023-03

CITY OF WESTON, FLORIDA

RFP NO. 2023-03

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UTILITY REPAIR SERVICES

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AGREEMENT  
AMONG THE  
CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT

AND

---

FOR  
UTILITY REPAIR SERVICES  
RFP NO. 2023-03

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023 among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and \_\_\_\_\_ ("CONTRACTOR") for Utility Repair Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan (**Not Applicable**)
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Utility Repair Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on \_\_\_\_\_, CITY adopted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of proposals for the Utility Repair Services and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER \_\_\_\_\_; and

WHEREAS, CITY Commission has selected CONTRACTOR for Utility Repair Services, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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## SECTION 1

### TERM AND TERMINATION

#### 1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until June 30, 2026, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

#### 1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the CITY Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in



accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2  
SCOPE OF WORK

2.1 Intent

The CONTRACTOR shall provide Utility Repair Services on an as needed basis, both emergency and non-emergency work, on utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration.

Work shall include the installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. The CONTRACTOR shall be responsible for all aspects of the work; including, but not limited to, all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, Local government regulations.

2.2 Quantity of Work:

This is a repair and maintenance contract and will be utilized on an as-needed basis. Quantities are estimated and are for proposal purposes only. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

2.3 Fee Schedule Table:

The proposed amount for each item in the Fee Schedule - Exhibit B shall be inclusive of all the costs to complete the work within the completion time identified in the work order issued.

2.4 Locations

The project locations shall vary and are located within CITY rights-of-way, utility easements, and/or CITY properties within the CITY limits.

2.5 City Infrastructure

A. Water Distribution System is comprised generally of:

1. 300 miles of potable water transmission and distribution pipes. These pipes and appurtenances are a combination of both ductile iron and PVC;
2. 1,791 fire hydrants; and
3. 16,962 meters and service lines

B. Wastewater Collection System is comprised generally of:

1. 69 Lift Stations;
2. 58 miles of force mains. These pipes and appurtenances are a combination of both ductile iron and PVC;

3. 139 miles of gravity lines (8" and 10" PVC);
  4. 13,903 service laterals; and
  5. 48 air release valves
- C. Stormwater System is comprised generally of:
1. 1,936 Inlets/catch basins/manholes;
  2. 20 miles of stormwater conveyance gravity mains and laterals of varying size and material types; and
  3. 179 culverts (varying in length from 20 feet to 980 feet)

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## SECTION 3

### STANDARDS OF WORK

#### 3.1 Project Intent

A. Work means the repair and maintenance services for utility repairs to CITY infrastructure required by the CITY, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the CONTRACTOR's obligations.

#### B. Schedule of Work

The CONTRACTOR shall respond to the CITY as stated herein.

1. Emergency Work: The CONTRACTOR shall be available to respond to Emergency Work (repairs) requests from the CITY on an as needed basis. Emergency requests may occur during normal business hours (Monday – Friday 7AM to 4PM) and during after work hours (all times other than stated above). CONTRACTOR shall note that Emergency Work is NOT limited to AFTER HOURS (nighttime, weekend or national holidays) work. CONTRACTOR shall refer to Section 5.4- Responding to Emergency Work Requests, for response requirements.

2. Non-Emergency/Planned Work: The CONTRACTOR shall be available to respond to planned maintenance WORK requests from the CITY throughout the span of the contract time. CONTRACTOR shall refer to Section 5.6 - Responding to Non-Emergency/Planned Work, for response requirements.

#### C. Work Standards

1. All work shall conform to manufacturer requirements, and applicable standards for equipment, procedures, precautions and qualifications established by, including but not limited to;

- A. City of Weston Code of Ordinances;
- B. American Water Works Association (AWWA);
- C. The American National Standards Institute (ANSI);
- D. Occupational Safety and Health Administration (OSHA);
- E. Florida Department of Transportation (FDOT);
- F. South Florida Water Management District (SFWMD);
- G. Florida Department of Environmental Protection (FDEP);
- H. All other applicable Federal, State & Local statues and codes.

2. Work shall be planned, organized, and conducted so that productivity can be maintained despite occasional, unanticipated hardships or conflicts such as (but not limited to) inclement weather, equipment failures, access limitations, lake water level fluctuations, resident complaints, user conflicts, etc.
3. In the event of a conflict that prevents a work crew from conducting the requested work, CITY shall be notified immediately, and a contingency plan shall be developed and implemented if CONTRACTOR and CITY agree.
4. The CONTRACTOR shall take precautions to avoid unnecessary damage to CITY grounds (i.e.: trees, shrubs, turf, irrigation, and underground utilities). Services to tree roots shall be conducted by a certified arborist registered with the CITY. Plants should be Florida grade No. 1 or better. Replacement turf needs to be St. Augustine variety palmetto, no St. Augustine Floratam is accepted.

The CONTRACTOR shall be responsible for all costs involved in damage to public or private property. Any damage shall be repaired by the CONTRACTOR immediately at no cost to the CITY.

### 3.2 Types of Work

Work shall be performed in accordance with the applicable industry and work standards stated herein and shall include but not limited to the below identified Work:

#### A. Wastewater

1. Point repair of 6-inch PVC SDR 35 service lateral, 8-inch and 10-inch PVC SDR-35 gravity sewer main including clamps, couplings or manhole tie-ins.
2. Repair of manhole infiltration/exfiltration including all cuts and grouting required.
3. Installation of complete by-pass pumping system including piping, manhole plugs, and any ancillary materials and equipment needed.
4. Installation of precast concrete manhole including frame and cover and pipe tie-ins.
5. Installation of complete dewatering system including trash pump and sedimentation box, including processing and obtaining required dewatering permits.
6. Point Repairs to DIP/PVC force main.
7. Installation and/or replacement of Force Main Gate Valves, air release valves, and other fittings.

#### B. Water

1. Point repairs to DIP or PVC ASTM 1120 Class 150 (DR 18) water main.
2. Replacement of DIP or PVC ASTM 1120 Class 150 (DR 18) water main.
3. Installation of valves (Resilient Seat/Wedge, Epoxy Coated including valve box).

#### C. Stormwater

1. Point repairs to CMP/CAP/HDPE storm sewer including couplings.
2. Repair of manhole leaks including cleaning of structures, and grouting and coatings required.
3. Installation of Cast Iron Frame & Grates or Cover (Various Sizes) (MH Cover Type USF#EY).
4. Installation of manholes, catch basins, and storm sewer pipes of various sizes.

D. Restoration

1. Roadway repairs/restoration including subgrade, lime rock base, and asphaltic concrete. Asphalt/Concrete driveways and concrete sidewalk replacement, as needed.

E. Miscellaneous Services

1. Underwater Diving Services for the repair or replacement of underground infrastructure.
2. Other miscellaneous services related to utility repairs not listed above.

### 3.3 Warranty

The CONTRACTOR warrants to the CITY that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the CITY; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The CONTRACTOR's warranty shall be for a period of one (1) year from acceptance by the CITY and excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the CITY's name and for its sole benefit.

### 3.4 Safety Precautions and Programs

- A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the CONTRACTOR encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.

- C. The CONTRACTOR shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

### 3.5 Safety of Persons and Property

- A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1. employees at the Project site and other persons who may be affected thereby;
  - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
  - 3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations provided under Section 4.
- F. When applicable, the CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and Consultant.
- G. The CONTRACTOR shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

### 3.6 Uncovering of Work

- A. If a portion of the Work is covered contrary to the CITY's request, it must, if required in writing by the CITY, be uncovered for the CITY's inspection and be replaced at the CONTRACTOR's expense.

### 3.7 Correction of Work

- A. The CONTRACTOR shall promptly, in a technically appropriate time period, correct Work rejected by the CITY or failing to conform to the applicable standard detail requirements. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the CITY services and expenses made necessary thereby.
- B. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detail requirements or to have failed, the CONTRACTOR shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the CITY unless the CITY has previously given the CONTRACTOR a written acceptance of such condition. The CITY shall give such notice after discovery of the condition.
- C. The CONTRACTOR shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the CONTRACTOR nor accepted by the CITY.
- D. If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, the CITY may correct it at the CONTRACTOR's expense. If the CONTRACTOR does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the CITY, the CITY may remove it and store the salvable materials or equipment at the CONTRACTOR's expense. If the CONTRACTOR does not pay costs of such removal and storage within ten days after written notice, the CITY may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the CONTRACTOR, including compensation for the CITY's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the CONTRACTOR should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the CITY.
- E. The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the CITY or separate contractors caused by the CONTRACTOR's correction or removal of Work that is not in accordance with the Work requirements.

### 3.8 Cleaning Up

- A. The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the CONTRACTOR shall remove from and around the Project site waste materials, rubbish, the CONTRACTOR's tools, construction equipment, machinery and surplus materials.



- B. If the CONTRACTOR fails to clean up as directed, the CITY may do so and the cost thereof shall be charged to the CONTRACTOR.
- C. The CONTRACTOR shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
- D. For Emergency Work, the CONTRACTOR **shall** be permitted to use the dumpster at the CITY's Public Services Center. For Non-Emergency planned work, the CONTRACTOR shall be responsible for the disposal of site debris.
- E. The Work Site includes the immediate area of the Site, ingress and egress routes through CITY's property (CITY Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the CITY's adjacent property. The CONTRACTOR is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the CITY provides the means to clean or remove such debris or spillage from ingress or egress routes, the CONTRACTOR will be responsible for reasonable reimbursement to the CITY.
- F. If requested by the CITY, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.
- G. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
- H. If directed by the CITY, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the CONTRACTOR'S expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

### 3.9 Project Closeout

- A. When CONTRACTOR considers the Work to be completed at the end of each Work assignment, CONTRACTOR shall submit written certification to the CITY that the Work is completed and ready for final inspection. Include the following:
  - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

### 3.10 Final Cleaning

- A. Remove any temporary protection and facilities installed for protection of the work area or equipment during utility repair work.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- C. Where extra materials of value remaining after completion of associated Work have become the CITY's property, arrange for disposition of these materials as directed.

### 3.11 Permit Fees

Permit fees required by the Work shall be eligible for reimbursement by the CITY to the CONTRACTOR upon presentation of receipts by the CONTRACTOR.

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## SECTION 4

### STANDARDS OF CONTRACTOR

#### 4.1 Intent

It is the intent of the CITY to establish a contract for the provision of utility repair services as and when needed. CONTRACTOR is an independent CONTRACTOR and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State, and local laws, rules, practices and regulations.

#### 4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

#### 4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

#### 4.4 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

#### 4.5 Experience

The CONTRACTOR shall have minimum of five (5) years of experience in providing the described utility repair services to other entities with utilities of a similar complexity and size as those owned and managed by the City. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be a fully licensed Underground CONTRACTOR with all required Federal, State and Local government licenses/permits.

#### 4.6 Safety Precautions and Programs

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.

- B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.
- C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

#### 4.7 Safety of Persons and Property

- A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1. employees at the Project site and other persons who may be affected thereby;
  - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
  - 3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- D. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- E. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.

- F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

#### 4.8 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

#### 4.9 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY. CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.
- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.
- D. CONTRACTOR shall notify and request approval in writing of any subcontractors that will be utilized but not listed in Exhibit "C" at least two weeks prior to start of work for the City to verify qualifications of the new subcontractor.
- E. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

#### 4.10 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

#### 4.11 Exclusivity

CITY reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in this Agreement.

#### 4.12 Compliance With Code Of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CFR may be obtained by visiting the following website:  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

##### A. Requirements for CONTRACTOR Compliance

1. CONTRACTOR shall assist in ensuring that the City is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbdba.gov/>.

- 4.13 Section 4.12 through 4.26 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.13 through Section 4.26 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.14 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.



The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4.15 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.15(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.15(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required

by the clause set forth in paragraph 4.15(A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.15(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.15(A) through (D) of this section.

#### 4.16 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 4.17 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 4.18 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (PROPOSER) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 4.19 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.

#### 4.20 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 4.21 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.22 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.23 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.24 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.26 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

4.27 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

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## SECTION 5

### STANDARDS OF LABOR AND EQUIPMENT

#### 5.1 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Project Manager: CONTRACTOR shall maintain a Project Manager for the duration of this contract and shall be the point person for communication with the City. The Project Manager shall be fluent in English and shall have excellent communication skills and be capable of directing all work requested by the CITY. The Project Manager shall be named within 7 days of the execution of the contract. The CITY shall be given 7 days prior notice if the Project Manager is changed.
- B. Employee/Independent CONTRACTOR or Subcontractor Performance: CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or subcontractor from performing maintenance on the CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are perceived as obviously detrimental to CITY.
- C. Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms that shall be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing shall not be permitted.

#### 5.2 Background Checks

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>)

CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records, and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

### 5.3 Labor and Materials

Unless otherwise provided in herein, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- A. All material furnished shall be new, warranted against defects, the latest model or of the best quality and highest-grade workmanship, unless otherwise specified herein.
- B. CONTRACTOR shall ONLY be eligible to charge for services after the full complement of the CONTRACTOR services are on the site or when the CITY has determined adequacy CONTRACTOR personnel are on site to begin work. Travel time to the site by CONTRACTOR personnel is not eligible for payment by the CITY.
- C. If CONTRACTOR personnel act simultaneously act Crew Foreman and as the Backhoe or other heavy equipment operator and then said personnel shall be paid at applicable operator hourly plus equipment rate pursuant to Schedule B. No additional compensation shall be allowed under the Crew Foreman hourly rate.
- D. Emergency Hourly Rates shall only apply to to a maximum of first 8 hours of call and in accordance with 5.4(B).

#### 5.4 Responding to Emergency Work Requests

The CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the CITY, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency repairs to the CITY and update it immediately whenever any change occurs. Emergency Work will require the following response:

- A. CONTRACTOR acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.
- B. CONTRACTOR personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown, the CONTRACTOR shall immediately take measures to minimize the impacts and immediately inform the CITY of the extent of the problem.

#### 5.5 Failure to Respond to Emergency Work Requests

- A. Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in liquidated damages due to the CITY in the amount of one hundred and fifty dollars (\$150.00) per hour, not to exceed four (4) hours, until the CONTRACTOR acknowledges the Emergency Work request.
- B. Should the CONTRACTOR fail to meet the two (2) hour response time to be on-site for Emergencies Work, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of two hundred and fifty dollars (\$250.00) per hour for each hour past the required two-hour on-site response time.
- C. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

#### 5.6 Responding to Non-Emergency/Planned Work

Upon request from the CITY, the CONTRACTOR shall submit within five (5) calendar days, a proposal for all Non-Emergency or Planned Work based on the prices established in Exhibit B – Fee Schedule.

#### 5.7 Failure to Provide Proposal for Non-Emergency/Planned Work

By entering into this Agreement, the CONTRACTOR agrees to provide construction services to respond to the repairs or unplanned maintenance to the CITY's utility infrastructure, as such, any failure by the CONTRACTOR to provide a proposal and subsequently engage in the Work pursuant to said proposal, will place the CONTRACTOR in breach of the Agreement.



5.8 Mobilization

The CONTRACTOR shall be entitled for reimbursement of mobilization costs for Emergency and Non-Emergency Work requests. The amount eligible for reimbursement shall not exceed five percent (5%) of the total cost of the work performed and in accordance with Exhibit B - Schedule of Fees. At no time shall the reimbursement for mobilization fee to the CONTRACTOR exceed Five Thousand (\$5,000) dollars.

5.9 Maintenance of Traffic

The CONTRACTOR is responsible for providing and maintaining all Maintenance of Traffic (MOT), including pedestrian traffic, at job site at all times. MOT that includes 12 or less FDOT Type I barricades shall be considered incidental to the mobilization fee.

For Job sites that the CONTRACTOR has identified as requiring MOT equipment, plans, and setup that exceeds the cost of 12 FDOT Type I barricades, the cost of such MOT shall be reimbursed to the CONTRACTOR at cost plus a markup not to exceed 5% of the invoiced amount from a FDOT certified MOT subcontractor. The CONTRACTOR's coordination with the MOT subcontractor shall be incidental and shall be covered in the mobilization costs. No additional payment to the CONTRACTOR from the CITY for coordination shall be allowed.

5.10 Material Standards

All work performed by the CONTRACTOR shall adhere to the applicable standards of:

- A. City of Weston Code of Ordinances, Chapter 127, Engineering Standards.
- B. Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction and Maintenance, "Green Book.", latest edition.
- C. American Water Works Association Standards for Ductile Iron, HDPE and PVC pipe and fittings.
- D. Manual of Uniform Traffic Control Devices, latest edition.
- E. All applicable ASTM Standards.

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SECTION 6

STANDARDS OF INSURANCE

## 6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

## 6.2 Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. Pollution Liability: For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### 7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
  2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
  3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  7. The bond shall be issued by a Florida resident agent.
  8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.

9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
  10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.
- E. Alternative Security: In the event that CONTRACTOR is unable to obtain a performance and payment bond for the full term of this Agreement, the City Manager may, in his or her discretion, allow CONTRACTOR to instead provide a performance and payment bond in the required amount for a one-year term, so long as:
1. CONTRACTOR provides CITY with a continuation certificate executed by the surety at least thirty days prior to each annual renewal documenting that the performance and payment bond has been renewed for an additional one-year period (or document showing that the performance and payment bond has been replaced with an equivalent one-year performance and payment bond acceptable to the City Manager);
  2. If CONTRACTOR fails timely to provide the written documentation required in Section 7.1(E)(1), then CITY (with no required notice or cure period) may terminate this Agreement and CONTRACTOR shall be liable to CITY for liquidated damages equal to ten percent of the required amount of the performance and payment bond; and
  3. CONTRACTOR provides to CITY and keeps in place during the entire term of this Agreement, a letter of credit from a financial institution meeting the requirements set forth herein in an amount equal to ten percent of the required performance and payment security amount, which letter of credit shall be immediately payable to the CITY if this Agreement is terminated pursuant to Section 7.1(E)(2).

The parties agree that the liquidated damage amount of ten percent of the amount of the performance and payment bond is not a penalty, is reasonable in the light of the anticipated or actual harm that would be caused by the termination of this Agreement as a result of the failure to provide a renewal or replacement bond, and that there would be difficulties, inconvenience and non-feasibility in proving the amount of loss and obtaining an adequate remedy.

## SECTION 8

### GENERAL CONDITIONS

#### 8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

#### 8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

#### 8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a

manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2024 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

#### 8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

#### 8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

#### 8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

#### 8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

#### 8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### 8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

#### 8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

#### 8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other



proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

#### 8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
  - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
  - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure

requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
  
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
  
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
  
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

CONTRACTOR:

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- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - 1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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SECTION 9  
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2023-03 FOR UTILITY REPAIR SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON, through its City Commission

By: \_\_\_\_\_  
Margaret Brown, Mayor

ATTEST:

\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Donald P. Decker, City Manager /CEO

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_ day of \_\_\_\_\_, 2023

(CITY SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2023



AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_  
FOR RFP NO. 2023-03 FOR UTILITY REPAIR SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, District Clerk

By: \_\_\_\_\_  
Margaret Brown, Chair

\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO

\_\_\_\_ day of \_\_\_\_\_, 2023

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney

\_\_\_\_ day of \_\_\_\_\_, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2023-03 FOR UTILITY REPAIR SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Margaret Brown, Chair

\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Patricia A. Bates, MMC, District Clerk

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO

\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney

\_\_\_\_ day of \_\_\_\_\_, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_  
FOR RFP NO. 2023-03 FOR UTILITY REPAIR SERVICES.

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CONTRACTOR:

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A  
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B  
FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the CITY's need and the budgetary limits for each fiscal year. The lump sum costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Quantities for payment will be field verified and measured.

Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
1	Laborer/Pipe layer includes all tools, equipment and PPE, Hourly rate:	HR	100	\$ _____	\$ _____
2	Crew Foreman includes all tools, equipment and PPE, Hourly rate:	HR	100	\$ _____	\$ _____
3	Backhoe - 3/4-yard combination backhoe front end loader with Operator, Hourly rate	HR	50	\$ _____	\$ _____
4	Excavator - Caterpillar Model 225 or equal, with Operator, Hourly rate	HR	50	\$ _____	\$ _____
5	Front End Loader, Caterpillar Model 930 or equal with Operator	HR	50	\$ _____	\$ _____
6	Laborer/Pipe layer includes all tools, equipment and PPE, <b>Emergency Hourly Rate</b> (only applicable to a maximum of first 8 hours of call out):	HR	50	\$ _____	\$ _____
7	Crew Foreman includes all tools, equipment and PPE, <b>Emergency Hourly Rate</b> (only applicable to a maximum of first 8 hours of call out)	HR	50	\$ _____	\$ _____
8	Backhoe Operator without Back-hoe Equipment, Operator Only <b>Emergency Hourly Rate</b> (only applicable to a maximum of first 8 hours of call out):	HR	50	\$ _____	\$ _____
9	Backhoe - 3/4-yard combination backhoe front end loader with Operator, <b>Emergency Hourly rate:</b> (only applicable to the first 8 hours of call out):	HR	50	\$ _____	\$ _____
10	Excavator - Caterpillar Model 225 or equal, with Operator, <b>Emergency Hourly rate:</b> (only applicable to the first 8 hours of call out):	HR	50	\$ _____	\$ _____

Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
11	Full size Vac Truck with required Operator(s) (minimum 10 cubic yard debris body with water jetting capabilities) <b>Emergency Hourly rate:</b>	HR	24	\$ _____	\$ _____
12	Gradeall, Caterpillar Model 215 or equal, with Operator, Hourly rate	HR	20	\$ _____	\$ _____
13	Delivery of 3/4-inch washed rock	CY	500	\$ _____	\$ _____
14	Delivery of Sand	CY	300	\$ _____	\$ _____
15	Delivery, installation and setup of 8" or greater trash pump including sedimentation box and all required dewatering permits	LS	1	\$ _____	\$ _____
16	De-watering operation using 8" pump or greater with Sedimentation Box	HR	24	\$ _____	\$ _____
17	Delivery and installation of Flowable Fill	CY	40	\$ _____	\$ _____
18	Delivery and installation of clean fill	CY	300	\$ _____	\$ _____
19	Installation of 4" thick concrete sidewalk, includes base compaction	SF	1200	\$ _____	\$ _____
20	Installation of 64" thick concrete sidewalk, includes base compaction	SF	600	\$ _____	\$ _____
21	Sub grade, grading, compaction stabilization @ 98% density (12-inch thick) @ 2 lifts of 6 inches thick, with suitable stabilizing material meeting the requirements of FDOT specification for road bed construction	SY	500	\$ _____	\$ _____
22	Limerock base, FDOT Group 6 (8 inches thick), grading and compaction @ 98% density, tack coat or primed	SY	500	\$ _____	\$ _____
23	Installation of SP 9.5 structural course asphaltic concrete pavement (1-inch thick) manual laid	SY	500	\$ _____	\$ _____

Item	Description	Unit	Estimated Annual Quantity	Unit Price	Total
24	Installation of SP 9.5 structural course asphaltic concrete pavement (1-inch thick) machine laid	SY	500	\$ _____	\$ _____
25	Mobilization Allowance (Mobilization costs is limited to 5% of total job work cost and is capped at \$5,000)	LS	1		\$40,000
26	Maintenance of Traffic (MOT) Allowance (maximum 5% markup on MOT invoices allowed)	LS	1		\$25,000
27	Owner's Contingency Allowance (For tasks not listed above or unforeseen)	LS	1		\$75,000
<b>GRAND TOTAL (ITEMS 1 THROUGH 27)</b>					

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**Grand Total (Written in words)**

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**Name of CONTRACTOR (Please Print)**

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**Signature** **Title** **Date**



EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D  
TRANSITION PLAN  
**(Not Applicable)**

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

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

CONTRACTOR (name and address)

SURETY (name & principal address):

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CITY:

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

AGREEMENT

Date:

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Amount:

Services as needed. Not for a fixed amount.

Description: Utility Repair Services  
Location: Citywide  
City of Weston RFP NO. 2023-03

BOND

Date (not earlier than Agreement Date):

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Amount: \$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) \_\_\_\_\_

EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title