

CITY OF LIGHTHOUSE POINT REQUEST FOR PROPOSAL

Sealed Proposals will be received until Monday, August 21, 2023, at 2:00 p.m. local time in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Subject to Florida's public records laws, Proposals will be publicly opened and the names of each bidder and the price submitted will be read aloud immediately thereafter in the Fletcher Hall for:

“MUNICIPAL DREDGING SERVICES 2023” RFP NO. 2023-008

The selected Proposer will be expected to provide dredging services in City waterways and canals. The initial term of the contract is five (5) years with three (3) one-year option renewals. Two separate projects with approximately 4,000 cubic yards of materials for each project, for a total of 8,000 cubic yards, is expected to be dredged the first year of the contract. It is not guaranteed that dredging will occur each year of the contract and the City is not obligated to proceed with annual dredging.

The selected Proposer shall furnish all materials, tools, equipment, supplies, and labor necessary to perform the work. Proposers represents to City, with full knowledge that City is relying upon these representations when submitting a Proposal, that Proposer has the professional expertise, experience, and manpower to perform the services requested. Proposers shall be licensed by the State of Florida to perform dredging services. The dredging will occur in local City canals and waterways. Therefore, Proposers must have the appropriately sized equipment to work in the local waterways adjacent personal vessels docked behind homes, with many vessels located on lifts. The quality of work is of the essence to limit damage to public and private property. The City does not guarantee any minimum or maximum quantities of work as part of this RFP. It is at the City's sole discretion as to the amount of dredging authorized to proceed as part of this contract.

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Proposers must follow the federal requirements identified in Section 5. Proposer(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. Compliance with Federal Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the Federal Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held in the City Commission Chambers, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 at 10:00 a.m., local time, on Monday, August 1, 2023

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This Proposal is also advertised on www.Demandstar.com and the Sun Sentinel.

It will be the sole responsibility of the Proposer to clearly mark Proposal as such, and ensure that the Proposal reaches the City prior to the opening date and time listed. One (1) original, five (5) copies, and one (1) USB drive must be submitted in sealed packaging and clearly marked **“SEALED PROPOSAL RFP NO. 2023-008 – MUNICIPAL DREDGING SERVICES 2023”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Proposals will not be accepted from anyone who obtains the Proposal documents from any other party.

A certified check, cashier's check, bank officer's check, or bid bond for TEN THOUSAND DOLLARS (\$10,000.00), made payable to the City of Lighthouse Point, shall accompany each Proposal.

Pursuant to Florida law, all responses to this Request for Proposal are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all Proposers will be required to exit the room during the presentations of the other Proposers as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

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

Contact the Office of the City Clerk, at 954-943-6500 with any questions concerning this Request for Proposal.

Office of the City Clerk

Advertised: Thursday, July 20, 2023

SECTION 1: INSTRUCTIONS TO CONTRACTORS

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

Selected Proposer and Contractor are used interchangeably in this Request for Proposal. One has the same meaning as the other.

Contract and Agreement are used interchangeably in this Request for Proposal. One has the same meaning as the other.

1. **QUALIFICATIONS OF PROPOSERS:** No Proposal will be considered from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point, or is not qualified to participate in the RFP process. Among other qualifications found in Appendix G, Proposers (dredging company) must possess at least five (5) years of demonstrated experience in dredging services in work similar to the work anticipated in this project. Proposers must have sufficient equipment and qualified staff to complete the work in the time required. The required qualifications of Proposers are located in Appendix G to this RFP.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work. No information derived from maps, plans, specifications, or from the City staff shall relieve Proposers from any risk or from fulfilling all terms of the contract, if so awarded.

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

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or related documents will be made orally to any Proposer. Proposers must request from the Office of the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of Proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of Proposals if feasible. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under this Request for Proposal. All addenda so issued shall become a part of the Request for Proposal document and ultimately incorporated into the Agreement. Proposer shall verify that they have all addenda before submitting their Proposal.

5. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a Proposal.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the applicable provisions of the laws and regulations of the United States, the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to dredging services. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer's expense.

8. **FORMS OF PROPOSALS:** Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, five (5) copies, and one (1) USB drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"SEALED PROPOSAL RFP NO. 2023-008 – MUNICIPAL DREDGING SERVICES 2023."** The Proposal must be signed by one duly authorized to do so. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

9. **BID BOND:** A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN THOUSAND DOLLARS (\$10,000.00), made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bid bond shall be retained by the City as liquidated damages should the selected Proposer refuse to or fail to enter into a contract with the City within thirty (30) days upon award of the Proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bid bond or check shall be a guarantee that the Proposer shall furnish the specified work identified in the Request for Proposal. The check or bid bond accompanying the Proposal of the selected Proposer shall be returned to the selected Proposer after entering into a contract with the City. The checks or bid bonds of the Proposers not selected will be returned upon entering into a contract with the selected Proposer, so long as the Proposers have not forfeited such.

10. **FILLING IN PROPOSALS:** All prices must be written in the Proposal, and all Proposals must fully cover all items for which Proposers are asked and no other. Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

11. **PROPOSALS FIRM FOR ACCEPTANCE:** Proposer warrants, by virtue of submitting a Proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening. Should Proposer withdraw a Proposal for any reason within the above time period, it shall forfeit the bid bond should it do so.

12. **WITHDRAWALS:** Any Proposer may, without prejudice to himself, withdraw their Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained, and any such withdrawal, or attempt to modify or explain a Proposal, shall result in the forfeiture of the bond.

13. **CAUSES FOR REJECTION:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administrator, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify all items called for in the schedule shall render the Proposal informal.
14. **REJECTION OF PROPOSALS:** The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.
15. **AWARD OF CONTRACT:** The City will award the Contract to the to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors and criteria set forth in the RFP as determined by the Selection Committee. In the event the selected Proposer does not execute an Agreement with the City within thirty (30) days upon award of the Proposal or provides information that the selected Proposer cannot do so, the award may be canceled and the City will have the right to pursue its legal remedies, including a claim on the bid bond. Additionally, the work may be awarded to the next Proposer whose Proposal is determined most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFP at the discretion of the City Commission. If this occurs, the second selected Proposer shall fulfill every stipulation as if the original party to whom award was made.
16. **AGREEMENT:** The Proposer to whom award is made shall execute a written agreement to do the work. The form of Agreement is attached hereto, and will include specific insurance and indemnification requirements. Any questions or concerns about the Agreement must be submitted within the same deadline as requests for interpretations above. The selected Proposer is expected to sign the Agreement as provided herein.
17. **PAYMENT:** Final payment will be made on each Work Order when all work is completed to the satisfaction of the City Administrator or designee. Selected Proposer can submit payment requests no more than monthly.
18. **AUDIT OF CONTRACTOR'S RECORDS:** Upon award, the City reserves the right to conduct any necessary audit of the selected Proposer's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal provisions. Failure of the Selected Proposer to comply with these requirements may result in disqualification or suspension from bidding for future work or disapproval as a subcontractor at the option of the City. The selected Proposer shall assure that their subcontractors provide access to their records pertaining to the project upon request by the City.
19. **Non-Mandatory Pre-Proposal Conference:** A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Tuesday, August 1, 2023.
20. **PERFORMANCE BONDS:** Selected Proposer shall execute and furnish to City a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each bond shall be the amount equal to the total one hundred twenty-five percent (125%) of the amount payable under the terms of the contract for each work order. Work will be assigned by

individual work order. The performance bond shall be conditioned that the selected Proposer perform the work in the time and manner prescribed in each work order. The payment bond shall be conditioned that the selected Proposer promptly make payments to all persons who supply the selected Proposer with labor, materials and supplies used directly or indirectly the prosecution of the work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the selected Proposer to record the aforesaid payment and performance bonds in the public records of Broward County, with the selected Proposer to pay all recording costs.

21. **WARRANTY:** The selected Proposer shall correct any defective or faulty work or material which appears within one (1) year after completion of the work.

22. **QUESTIONS ABOUT THE RFP:** Questions regarding the project or the Proposal process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email to lhpadmin@lighthousepointfl.gov no later than August 11, 2023, at 2:00 p.m. local time. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

23. **LOBBYISTS:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: GENERAL INFORMATION

1. The City of Lighthouse Point is interested in obtaining Proposals for the services of an experienced and qualified dredging Contractor. The City desires to hire a Contractor that takes extreme pride in their work and will perform the dredging services in a safe and timely manner, with little disruption to residents and boaters. The Contractor will supply all labor, materials, equipment, and dredge spoils removal and disposal. The permit from the Florida Department of Environmental Protection will be obtained by the City.

2. The City proposes to perform maintenance dredging of the navigable channel of various canals and waterways. The attached exhibit shows waterways and canals in need of dredging based on a bathymetric survey of all City canals performed in 2022. The work assigned to the Contractor will be given in the form of a Work Order. The City does not expect to pay a mobilization charge for each Work Order unless there is a lapse of time when Work Orders are issued by the City.

3. Based on the fully developed nature of the urban canals, limited availability of right of way or other City property for stockpiling, and the presence of fixed bridges, a combination of mechanical and hydraulic dredging may be needed to satisfy the stated requirements. It will be the responsibility of the Contractor to dispose of all dredged materials in accordance with federal, state, and local standards as required by the government agencies having jurisdiction where the dredged material is placed. There are no lots or locations in the City that are available for the storage or transfer of spoils materials. It is the responsibility of the Contractor to make arrangements for the storage, transfer, and disposal of spoils outside the limits of the City, including obtaining all required permits and authorizations for such storage, transfer and disposal.

4. The presence of dredging equipment in the channel will impact local boating traffic. Accommodations must be made to allow boaters to occasionally pass during dredging operations. The work sites must remain safe for boaters. All equipment must be moved from the navigable channel after work hours. Standard commercial work hours in the City are from 8 am to 6 pm, Monday through Friday. Weekend and holiday work is prohibited without advance written consent from the City Administrator or designee.

5. The initial term of the contract is for a period of five (5) years with three (3) one-year renewal options.

6. Proposers will have the required equipment and sufficient personnel for the work specified. Proposers are required to submit the information found in Appendix G of the RFP. Part of the selection process is to review the qualifications of the Proposers as well as their cost proposal.
7. It is the responsibility of Proposers to conduct a visual on-site inspection of City waterways and canals. Proposals received from companies that have not performed an on-site inspection prior to submitting the Proposal may be disqualified.
8. Selected Proposer shall maintain the work area, and keep area and waterways and canals free of trash and debris and pollution.
9. Selected Proposer shall be responsible for repairs or replacements of municipal property and private property that are damaged from actions of the Selected Proposer. Replacement and/or repairs of damaged property will be at selected Proposer's expense and must meet the satisfaction of the City and the property owner. Selected Proposer shall immediately contact the City of any damaged property during the project time.
10. Proposers must have appropriate State and County licenses to conduct dredging in waterways.
11. Selected Proposer will be required to provide municipal dredging services. Areas to be serviced include canals and waterways within the City of Lighthouse Point. The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to perform the municipal dredging services work. Proposer represents to City with full knowledge that City is relying upon these representations when submitting a Proposal, that Proposer has the professional expertise, experience, and manpower to perform the dredging services requested. The Selected Proposer's bid shall bear all costs associated with the Project.
12. Contractor will supply all equipment, vehicles, boats, barges, labor, turbidity barriers, safety equipment and signage, and supervisory personnel needed to fulfill this Contract. A supervisor will be available on site at all times while dredging crews are performing services under this Contract. Contractor vehicles and vessels must include signage reflecting the name of the company. Contractor shall provide City Administrator with contact information for an employee of Contractor who can immediately respond to and address issues at any time during the Work.
13. There will be two Works Orders for year 1. Each Work Order would remove approximately 4,000 cubic yards of silt and sediment (spoils) that has collected in the channel as a result of storm water runoff and tidal flow, for a total of 8,000 cubic yards. Additional dredging is anticipated to be added; however, there is no guarantee as to how much work the Contractor will be authorized to perform. A soils report discussing the general condition and contents of the material is available as well as a seagrass survey and permitting documents. Dredging is required to a depth of -5.0 feet below mean low water (MLW) and the typical channel bottom width of forty (40) feet. No excavation shall be performed any closer than twenty (20) feet from any seawall or fixed bridge, except for minimal non-navigational storm drain outfall work specifically directed in advance by City's representative.
14. Excavated material shall be hauled in barges, trucks, trailers, or other vehicles or vessels which are constructed tightly enough to prevent leakage or spillage onto City streets or waterways. Contractor will be responsible for cleaning up such leakage and spillage should it occur. Disposal area will be located outside of the City at the expense of the Contractor. Contractor is responsible for proper disposal of the spoils in accordance with all environmental standards and shall provide verification of such upon request from the City.
15. It is the Contractor's responsibility to make their own field investigation to determine the availability and suitability of excavated material transfer areas.
16. Equipment setup shall be performed in a manner that is approved by all relevant regulatory agencies and the City Administrator or designee. Work areas in all canals are accessible via the Intracoastal Waterway.

17. For purposes of this work, “rock” applies to any naturally occurring bed of hard cemented material which cannot be excavated with the equipment used for dredging sand and silt (spoils). Rock is material which is so hard or tightly cemented that a drop punch or other mechanical means is necessary to break up the material prior to it being removed by the dredging equipment. The intent of this Work is “maintenance dredging.” Should rock be encountered, the City may direct the Contractor to allow the material to remain or to excavate to a lesser width or depth, thus minimizing the removal of rock material. The primary consideration in such cases will be the effect on navigation. Any rock excavation work must have City approval to proceed, at an agreed upon price upon the issuance of the Work Order.

18. Quantities for bidding purposes are estimates only. Quantities for payment shall be based on the volume of material (cubic yards) hauled from the work area. Total volume shall be determined based on the volume of each type of material per truck or vessel load, with an accurate and verifiable count of the number of truck or vessel loads being kept by the Contractor and the City’s representative on the job.

19. Hauling vehicles and vessels shall be measured by the Contractor, and witnessed by the City, to determine the inside dimensions of length, width, and height of cargo area. Height shall be measured from the “floor” vertically up to the lowest point or rim of overflow of the cargo area.

20. Items of work under this Contract have been established to provide a basis for field measurement and a unit price based strictly on a per cubic yard price. It is acknowledged that dredging of the designated canals will require movement of the barges and equipment, utilization of several different excavated material transfer areas, and restoration of those areas. Payment for these moves, reduction in productivity, utilization, and restoration of work areas will be included in the unit prices bid. The basis of payment shall be the unit price bid per cubic yard for the quantity of spoils material excavated, hauled, and disposed of by the Contractor.

21. Type of equipment and method of operation is the Contractor’s option with the following exception(s):

- a) Sauerman drag-type equipment pulled back and forth between a pair of barges is not acceptable.
- b) Barges must have sides. Loading and unloading must be done in such a way so that no sand or other material is lost over the sides of the barge during loading, unloading, or transit.
- c) Under no circumstances will the use of explosives be permitted.

22. One (1) canal to be dredged during the term of this Agreement is a dead-end canal with access under a fixed bridge.

23. In the event private owners wish to contract for the removal of additional bottom material along their seawalls or docks, no such work shall be performed until the completion of all work under an active Work Order. Any work done for private owners shall be under separate written contract between the property owner and the Contractor only. The City will not be a party to said private contract and will not incur any liability for damages resulting from work thereunder, nor will it incur any responsibility for correcting said damages.

24. Canals and waterways included in this Work were approved by the Broward County Department of Planning and Environmental Protection. Only areas approved and licensed by Broward County will be dredged.

25. The Contractor shall comply with all requirements set forth by regulatory agency permits, including water quality and registration with Florida Department of Natural Resources as required by FS 370.034. Contractor shall further be fully responsible for complying with all local, state, and federal rules, regulations, ordinances, and statutes applicable to the dredging, transporting, and disposal of material under this Contract.

26. All work shall be scheduled through the City representative designated by the City Administrator through written Work Orders. All Work included in a Work Order must be started within forty-five (45) days of a Notice to Proceed date. Contractor must complete each Work Order within the time designated in the Work

Order depending on the volume of Work. Time extension may be granted by the City's representative for reasonable causes substantiated by the Contractor. Work Orders must be approved in advance by the City's representative.

27. Selected Proposer(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. **Compliance with Federal Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the Federal Super Circular:** <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.

SECTION 3: INSURANCE REQUIREMENTS

Contractor will have the proper insurance coverage and documents for this type of project, which will include:

1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

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

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

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

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

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

5. Subcontractor Insurance: Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any

deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

SECTION 4: INDEMNITY

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

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

SECTION 5. AMERICAN RESCUE PLAN ACT FUNDING (Federal Funding)

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Selected Proposer/Contractor must follow the federal requirements identified in Section 5.

The American Rescue Plan Act emphasizes resilience, long-term investments, and using funds to combat the severe public health and economic crises created by the COVID-19 pandemic. *The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity. Treasury looks forward to supporting and engaging with state, local, and Tribal governments as they use these funds to make transformative investments in their communities. Finally, with so many pressing and effective ways to use SLFRF funds, there is no excuse for waste, fraud, or abuse of these funds.* The American Rescue Plan Act's funds must be used for costs incurred on or after March 3rd, 2021. These funds must be obligated by December 31st, 2024, and expended by December 31st, 2026. Per reporting guidelines, the City will commence reporting by April 30th, 2022, and annually thereafter. Eligible uses of the ARPA funds are as follows: addressing public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, administrative, and others. The funds shall not be spent to offset a reduction in net tax revenue, deposit into pension funds, debt service, and replenishing reserves, settlements, and judgments. The consultant services firm shall spend funds to support the Bridges Project conducted through ARPA for the City's general government provisions and will abide by the eligibility regulations and guidance of the ARPA.

- I. The provisions in Section 5 shall apply to Work Orders issued under the Agreement for projects that are federally funded. The Work Order shall specifically identify that this Section for Federally Funded Projects shall apply to such Work Order.
- II. **The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.327 and 2 CFR Part 200 Appendix II. A breach of this or any of the below provisions may be grounds for termination of the agreement, or for debarment of the CONTRACTOR.**

III. Provisions for federally funded projects in applicable Work Orders:

5.1 Nondiscrimination and Equal Opportunity Employment

5.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

5.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5.1.3 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.

5.1.4 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.

5.1.5 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.

5.1.6 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 as 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.

5.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

5.2 Compliance with the Copeland "Anti-Kickback" Act

5.2.1 CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

5.2.2 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5.2.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.3 Compliance with the Contract Work Hours and Safety Standards Act

5.3.1 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.

5.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) 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 (1) of this section, in the sum of \$10 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 (1) of this section.

5.3.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.

5.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

5.4 Clean Air Act

5.4.1 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.

5.4.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.4.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

5.5 Federal Water Pollution Control Act

5.5.1 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.

5.5.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.5.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5.6.0 Suspension and Debarment

5.6.1 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, its 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).

5.6.2 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.

5.6.3 This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.6.4 CONTRACTOR 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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.

5.8 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.9 Maximum use of products containing recovered materials

5.9.1 In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

5.9.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

5.10 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.

5.11 Program Fraud and False or Fraudulent Statements or Related Acts

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.

5.12 Davis-Bacon

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

5.13 Rights to Inventions Made Under Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5.14 Huawei Technologies Company or ZTE Corporation

CONTRACTOR is prohibited from obligating/expending funds to:
Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

5.15 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. **Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

5.15.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.15.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.15.3 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;

5.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5.15.5 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.

SECTION 6: SELECTION PROCESS

The Selection Committee will evaluate the Proposals, references, and company information provided by Proposers, as contained in their submittals. Each firm must submit documents that provide evidence of capability and willingness to provide the services required for the Selection Committee's review. The score shall be determined by the Selection Committee at a meeting, portions of which may involve presentations by Proposers or question and answer sessions involving Proposers is exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public

records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. City will award the work to the Contractor that is the most advantageous to the City taking into consideration price and the evaluation factors and criteria set forth in the RFP.

Scoring Criteria

Criteria	Weight
Experience of Company and References	10%
Qualifications – Appendix G	20%
Price	70%
Total	100 %

Experience of Company and References (10%): The degree to which the Contractor has demonstrated experience in providing quality dredging services. References provided.

Qualifications (20%): Qualification information provided by the Proposer – Appendix G.

Price (70%): Price must include all services identified in the RFP including disposal.

SECTION 7: GOVERNING LAW

Interested Contractors will agree that the contracts shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

SECTION 8: PROPOSAL PACKAGE

Each Contractor is required to complete and submit the following information with their Proposal:

- A. Proposal Form
- B. Proposer's Information Sheet
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, pursuant to Florida State Statute 287.135
- F. E-Verify Form, pursuant to Florida Statute 448.95
- G. Qualifications - Additional information such as qualifications, references, technical information, and company information, etc.
- H. No Federal Appropriated Funds Requirement
- I. Documentation from State of Florida Division of Corporations confirming that Contractor is authorized to do business in the State of Florida.
- J. Bid Bond

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ATTACHMENT A

“MUNICIPAL DREDGING SERVICES 2023”

RFP# 2023-008

PROPOSAL FORM

Proposal of

(Company Name)

(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point
Attention: City Clerk
2200 N.E. 38th Street
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Contractor further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from their own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Contractor proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the Proposal to Proposer, and complete the project no later than ninety (90) days after Proposal award.

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Table 1. Municipal Dredging Services with access unrestricted. Disposal Included.

Year One	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization For Each Work Order =	Total
Year One	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization For Each Work Order =	Total
Year Two	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization for Each Work Order =	Total
Year Three	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization for Each Work Order =	Total
Year Four	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization for Each Work Order =	Total
Year Five	Price Per Cubic Yard X 4,000 Cubic Yards =	Mobilization for Each Work Order =	Total

Table 2. Municipal Dredging Services with access under fixed bridges. Disposal Included.

Year Two	Price Per Cubic Yard X 4,000 Cubic Yards	Mobilization For Each Work Order =	Total
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Proposer: _____
Address: _____

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

ATTACHMENT B

PROPOSER'S INFORMATION SHEET

Number of years your company has been in business as a dredging contractor: _____

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has this company ever failed to complete work awarded to it? _____. If yes, where, when and why?

Have you personally inspected the City waterways and canals? _____

Will this company be using subcontract labor? _____ If yes, name of primary subcontractor.

Does this company own the equipment needed to perform this work? _____

Will this company need to rent additional equipment? _____

Provide a list of vehicles, vessels, and equipment that will be used on this project.

Provide Written Description Qualifications: (Attached company brochure or fact sheet if available)

Certificate of Competency Number of Qualifying Agent:

Effective Date: _____ Expiration Date: _____

Licensed in: _____
(County/State)

Engineering Contractor's License #: _____

Expiration Date: _____

NOTE: A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

Insurance limits:

- A. Workmen’s Compensation -
limit per accident \$ _____

- B. Comprehensive General Liability -
limit per occurrence \$ _____

- C. Business and Automotive liability-
limit per occurrence \$ _____

- D. Other: \$ _____

(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? _____

If yes, name of Parent company. _____

Names of principals or officers:

_____	_____
Name	Title

_____	_____
Name	Title

Names of principals or officers of Parent Company, if any:

_____	_____
Name	Title

Names of principals or officers of Primary Subcontractor, if any:

_____	_____
Name	Title

Proposer: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

By: _____

Signature

Printed Name, Title

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Contractor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under Proposal, 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 employer's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:

COUNTY OF _____)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2023.

NOTARY SEAL

(Notary Signature)

NON-COLLUSION AFFIDAVIT

1. He/She is _____ of _____ the Contractor 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 Contractor 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 such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Print Name

Date _____

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

Notary Seal

Signature of Notary Public

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

Certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

Company Name

Signature

Print Name

Title

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Municipal Dredging Services 2023

Project No.: RFP 2023-008

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Proposer.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subProposers/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
 _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ on behalf of _____ . He/she is personally known to me or has produced _____ as identification.

 NOTARY PUBLIC

 (Name of Notary Typed, Printed or Stamped)

ATTACHMENT G – EVALUATION AND QUALIFICATIONS PACKAGE

All proposers must be qualified in order for their Proposals to be considered by the City. The Selection Committee will review the Qualifications of each Proposer and grade them accordingly. It is the sole responsibility of Proposer to provide the following information with their proposal for evaluation by the Selection Committee:

1. Describe method for dredging.
2. Identify spoils transfer area.
3. Identify final spoils disposal location.
4. Identify a detailed personnel plan for the work.
5. Identify job superintendent and project manager.
6. Identify project manager and job superintendent, and describe their experience in similar work.
7. Identify the amount of dredging done in the last 6 years (identify cubic yards of each job).
8. Describe dredging experience.
9. Describe how spoils are transported from City, i.e.: barge, truck.
10. Describe fuel spill containment plan.
11. Describe contaminated spoils containment plan.
12. List and photographs of equipment to be used during work. Wording or messaging other than necessary to identify the vessel and name of Contractor is highly discouraged.
13. Identify equipment and vessels to maneuver under a fixed bridge.
14. Describe tropical storm plan. Where will vessels and equipment be stored?
15. Location of company headquarters Has your firm ever walked off a job?
16. Describe the on-site inspection you performed of the work areas prior to submitting your proposal
17. When can the company start work?
18. Identify and describe any claims and lawsuits made against you in the past five (5) years regarding disputes with subcontractors or suppliers, and for property damage or injuries relating to dredging work.

ATTACHMENT H

NO FEDERAL APPROPRIATED FUNDS REQUIREMENT

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in . the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractors Authorized Official

AGREEMENT

Municipal Dredging Services

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, between:

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

and

_____ INC., a Florida corporation, hereinafter
"CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, RFP No. 2023-008, Municipal Dredging Services 2023(Project) was advertised on July 20, 2023, and advised that sealed Proposals would be received at the CITY Clerk's Office until August 21, 2023 at 2:00 p.m.; and,

WHEREAS, the sealed Proposals that were received were opened and read aloud in the City Clerk's Office, at 2200 N.E. 38th Street, Lighthouse Point, Florida; and,

WHEREAS, the Municipal Dredging Services 2023 Selection Committee met and reviewed and evaluated the Proposals received; and,

WHEREAS, CONTRACTOR has been determined to be the most advantageous to the city taking into consideration price and the evaluation factors and criteria set forth in the RFP; and,

WHEREAS, the CITY Commission deems it to be in the best interest of the residents and citizens to accept the Proposal from CONTRACTOR to perform Municipal Dredging Services; and,

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the CITY; and,

WHEREAS, CITY and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for Municipal Dredging Services (hereafter referred to as the "Project"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 RECITALS. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified by the parties.

2.0 DEFINITIONS. Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

2.1 Agreement - The written agreement between the CITY and CONTRACTOR covering the Work to be performed for the Project, including other Contract Documents that are attached to the Agreement or made a part thereof.

2.2 Contract Time – The time frame for the Project.

2.3 CITY - The CITY and its assigns, with which CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

2.4 Contract Documents - The Contract Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Contract.

2.5 CONTRACTOR Representative – _____, or designee, who shall have such duties and responsibilities as provided herein.

2.6 Contract Price – The unit price tables identified in Exhibit B.

2.7 CONTRACTOR - CONTRACTOR that provides all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to provide municipal dredging services.

2.8 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

2.9 Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

2.10 Field Order - A written order issued by CITY Administrator, or designee, which orders minor changes in the Work.

2.11 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR obligations under the Contract Documents.

2.12 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

2.13 Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.14 Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

2.15 Unit Price - An amount stated in the Contract as a price per unit measurement for labor for the Work as described in the Contract Documents.

2.16 Work - Work is the result of performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used or incorporated in the work as required by the Contract Documents.

2.17 Work Order – Authorization provided by CITY to CONTRACTOR to perform dredging services or the removal of rock in a specific location or area.

2.18 Work Directive - A written directive to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by the CITY Administrator or designee ordering an addition, deletion, or revision in the

Work. A Work directive shall not change the Unit Price included in Exhibit B, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

2.19 Written Amendment - A written amendment of the Contract Documents, approved by the City Commission and signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement that adds significant work or changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Corporation for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to him who gives notice. Facsimile, electronic or telephonic transmission shall not be considered as written notice.

3.0 CONTRACT DOCUMENTS

3.1 The Contract Documents, incorporated herewith, comprise the entire Agreement between CITY and CONTRACTOR and consists of elements, to be completed by the parties through this Agreement, including Exhibit A, which is a hydrographic survey map of the work area; Exhibit B, which is the CONTRACTOR'S Proposal to this Agreement; Exhibit C, which is an engineering analysis of the spoils; Notice to Proceed; Certificate(s) of Insurance; and any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives, and Work Orders, RFP 2023-008 Municipal Dredging Services 2023, as well as CONTRACTOR'S Response to the extent not in conflict with this Agreement, are incorporated in its entirety into this Agreement.

3.2 This Agreement and the Contract Documents listed in Paragraph 3.1 comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.4 CITY will not modify the terms and conditions to the Contract Documents except in a manner allowed by the Agreement. CONTRACTOR covenants and agrees that CITY shall not be responsible for the costs above those set forth herein unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by CITY.

3.5 The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by the CITY Administrator, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the Work is to be performed.

3.7 **This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the CONTRACTOR must follow the federal requirements identified in Section 24 herein.** CONTRACTOR(S) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the CITY shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA).

4.0 SCOPE OF WORK

4.1 CONTRACTOR will provide municipal dredging services and is responsible for performing an on-site inspection to determine conditions and work requirements. Areas to be serviced include canals and waterways in the CITY. The CONTRACTOR shall furnish all materials, tools, supplies, equipment, vehicles and labor necessary to perform the municipal dredging services work, including disposal of spoils. CONTRACTOR represents to CITY with full knowledge that CITY is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the dredging services requested. The CONTRACTOR's bid shall bear all costs associated with the Project.

4.2 CONTRACTOR will supply all equipment, vehicles, boats, barges, labor, safety equipment and signage, and supervisory personnel needed to fulfill this Agreement. A supervisor will be available on site at all times while dredging crews are performing services under this Agreement. CONTRACTOR vehicles and vessels must include signage reflecting the name of the company.

4.3 CONTRACTOR shall dredge and excavate the channel to a depth of -.5.00 feet at mean low water (MLW) and a typical channel bottom width of forty (40). No excavation shall be performed any closer than twenty (20) feet from any seawall, except for minimal non-navigational storm drain outfall work specifically directed by CITY's representative. All work shall be in accordance with the CITY's Code except where stated otherwise herein.

4.4 Excavated material shall be hauled in vessels, trucks, trailers, or other vehicles which are constructed tightly enough to prevent leakage or spillage onto CITY streets or waterways. CONTRACTOR shall be responsible for cleaning up such leakage and spillage should it occur. Disposal area will be located outside of the CITY at the expense of the CONTRACTOR.

4.5 It is the CONTRACTOR'S responsibility to make its own field investigation to determine the availability and suitability of excavated material transfer areas. During their field investigation, CONTRACTOR may select transfer areas on private property providing he makes their own arrangements and secures written permission from the property owner.

4.6 Equipment setup shall be performed in a manner that is approved by all relevant regulatory agencies and the Director of Public Works or designee. Work areas in all canals are accessible via the Intracoastal Waterway.

4.7 For purposes of this Agreement, "rock" applies to any naturally occurring bed of hard cemented material which cannot be excavated with the equipment used for dredging bottom sand and silt ("earth material") under this Contract. It is material which is so hard or tightly cemented that a drop punch or other mechanical means is necessary to break up the material prior to it being removed by the dredging equipment. The intent of this Contract is "maintenance dredging." Should rock be encountered, the CITY may direct the CONTRACTOR to allow the material to remain or to excavate to a lesser width or depth, thus minimizing the removal of rock material. The primary consideration in such cases will be the effect on navigation. Any rock excavation work must have CITY approval to proceed, at an agreed upon price at the issuance of the work order.

4.8 Quantities for bidding purposes are estimates only. Quantities for payment shall be based on the volume of material (cubic yards) hauled from the work area. Total volume shall be determined based on the volume of each type of material per truck load, with an accurate count of the number of truck loads being kept by the CONTRACTOR and the CITY's representative on the job. CONTRACTOR'S representative and CITY's representative shall each sign the required daily report signifying agreement on the quantity of material hauled that day.

4.9 Trucks/vessels used for hauling shall be measured to determine the inside dimensions of length, width, and height of cargo area. Height shall be measured from the "floor" vertically up to the lowest point or rim of overflow of the cargo area. If trucks/vessels of different cargo capacities are used, the daily report shall reflect the number of loads hauled with each truck/vessel. For payment purposes, each truck/vessel shall be filled to capacity, with the excavated material either leveled or mounded. Where the excavated material is mounded, it shall be sufficient to fill the cargo area completely if the load were leveled off. Quantity per truck/vessel shall be limited to the volume of cargo area; i.e., no additional compensation will be made for loads which are mounded.

4.10 Items of work under this Agreement have been established to provide a basis for field measurement and a unit price based strictly on a per cubic yard price. It is acknowledged that dredging of the designated canals will require movement of the barges and equipment, utilization of several different excavated material transfer areas, and restoration of those areas. Payment for these moves, reduction in productivity, utilization, and restoration of work areas will be included in the unit prices bid. The basis of payment shall be the unit price bid per cubic yard for the quantity of earth material excavated, hauled, and disposed of by the CONTRACTOR; i.e. the "as-built" field measurement of earth volume by the truck/vessel load.

4.11 Type of equipment and method of operation is the CONTRACTOR'S option with the following exception(s):

- a) Sauerman drag type equipment pulled back and forth between a pair of barges is not acceptable.
- b) Barges must have sides. Loading and unloading must be done in such a way so that no sand or other material is lost over the sides of the barge during loading, unloading, or transit.
- c) Under no circumstances will use of explosives be permitted.

4.12 In the event private owners wish to contract for removal of additional bottom material along their seawalls or docks, no such work shall be performed until the completion of all work under this Contract (within that canal) has been accomplished. Any work done for private owners shall be under separate written contract between the property owner and the CONTRACTOR only. The CITY will not be a party to said private contract and will not incur any liability for damages resulting from work there under, nor will it incur any responsibility for correcting said damages.

4.13 Canals and waterways included in this Project were approved by the Broward County Department of Planning and Environmental Protection, License Number 06-0350684-001-EE. Director of Public Works is responsible to ensure that only areas approved and licensed by Broward County will be dredged under this contract, the terms of which are incorporated herein.

4.14 CONTRACTOR shall comply with all requirements set forth by regulatory agency permits, including water quality and registration with Florida Department of Natural Resources as required by FS 370.034. CONTRACTOR shall further be fully responsible for complying with all local, state, and federal rules, regulations, ordinances, and statutes applicable to the dredging, transporting, and disposal of material under this Contract.

4.15 All work included in a Work Order must be started within ninety (90) days of a Notice to Proceed date. CONTRACTOR must complete each Work Order within one hundred eighty (180) days of issuance of a Notice to Proceed. Time extension may be granted by the Director of Public Works or designee due to unfavorable weather conditions or other reasonable causes substantiated by the CONTRACTOR. Work

Orders shall specifically reference this Contract and state with specificity the estimated dredged volume and locations to be dredged. Work Orders must be approved by the Director of Public Works or designee.

4.16 All workers performing services shall be employees of CONTRACTOR, unless previously approved in writing as a Subcontractor by the CITY, and said employees will be covered accordingly by CONTRACTOR'S insurance, including Worker's Compensation.

4.17 CONTRACTOR agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the CITY may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the CITY.

5.0 CONTRACT PERIOD

The initial contract term is for a period of five (5) years with three (3) one-year renewal options. CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within a time specified in a Work Order. Failure to achieve timely, substantial and/or final completion required by a Work Order shall be regarded as a breach of this Agreement and subject to the appropriate remedies.

6.0 CONTRACT PRICE

6.1 The CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the Work based on unit prices included in this Agreement in Exhibit B. All work will be paid on unit price.

6.2 The unit price includes all costs for the Project, including without limitation mobilization, general conditions, supervision, and disposal.

7.0 CONTRACTOR'S RESPONSIBILITIES

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

7.1 CONTRACTOR shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the CITY, the CONTRACTOR shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 The CONTRACTOR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

7.3 As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in dredging services. In reliance upon those representations, CITY hired CONTRACTOR to provide dredging services. CONTRACTOR shall be liable for any negligence, strict liability or breach of other legal duty to the extent and in the manner as hereinafter set forth.

7.4 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be responsible to see that the finished Work complies with recognized horticultural guidelines.

7.5 Management of the CONTRACTOR'S employees and subcontractors schedules and requests for payment shall be by a competent project manager.

7.6 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site.

7.7 CONTRACTOR shall furnish, pay for, and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, start-up, mobilization, and proper completion of the Work.

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

7.9 If the City approves the use of a Subcontractor, all Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

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

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

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

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

7.14 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto. CONTRACTOR is responsible for protection of the canals and waterways to control pollution and contamination by using booms and turbidity curtains, etc.

7.15 Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from the Waterway. Should fuel leaks, oil leaks, or hydraulic pipe rupture occur during construction, CONTRACTOR'S operators shall immediately remove the equipment to

a safe area and take prompt action to minimize damage and safeguard the site. CONTRACTOR shall immediately report the spill or discharge, and requirements in Florida Statute Chapter 376, Pollution Discharge Prevention and Removal, will be followed.

7.16 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the performance of the Project, safety of persons or property, or to protect them from damage, injury or loss. CONTRACTOR must have certified and licensed personnel, as required by the Federal Government, State of Florida and Broward County, to perform all tasks and duties identified in the Project.

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

8.0 DEFECTIVE WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

9.0 CITY ADMINISTRATOR'S OR DESIGNEE'S RESPONSIBILITIES

9.1 CITY Administrator, or designee, such designation to be made in writing, will be CITY'S contact person during the work period.

9.2 CITY Administrator, or designee, will make visits to the work sites to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. City Administrator's, or designee's, efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will conform with Contract Documents.

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

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

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

9.6 CITY Administrator is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

10.0 INSURANCE

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF LIGHTHOUSE POINT IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.

10.1 The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension hereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by regular mail.

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

10.3.1 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.3.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage
Liability, per occurrence.

10.3.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage
Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. CITY shall be named as an additional insured.

10.3.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.3.4.1 Premises and Operations;
- 10.3.4.2 Independent Contractors;
- 10.3.4.3 Product and Completed Operations Liability;
- 10.3.4.4 Broad Form Property Damage;
- 10.3.4.5 Broad Form Contractual Coverage applicable to Contract;
- 10.3.4.6 Personal Injury Coverage;
- 10.3.4.7 Explosion, collapse, underground coverage (XC-U)

10.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.6 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.7 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) business days of CITY'S actual notice of such an event.

10.8 The CONTRACTOR agrees to perform the Work under the Contract as an independent CONTRACTOR, and not as a Subcontractor, agent or employee of CITY.

10.9 CONTRACTOR shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.10 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

10.11 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the CITY shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the CONTRACTOR under the terms of this Contract, or find the CONTRACTOR in default and terminate this Contract; provided, that CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

11.0 WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.1 The CONTRACTOR warrants that all services will be performed in a workmanlike manner.

11.2 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final payment. If within one (1) year following the date of final payment pursuant to Article 14 below, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to immediately correct any defects and re-perform such deficient services without charge to the CITY.

11.3 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under the Agreement.

11.4 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

11.5 CONTRACTOR warrants to the CITY that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or Agreement to which the CONTRACTOR is a party.

11.6 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

11.7 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

12.0 CHANGES IN THE WORK

CITY, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment or Work Directive executed by the CITY Administrator.

13.0 CONTRACTOR'S INDEMNIFICATION

13.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to

property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this AGREEMENT, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

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

14.0 PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

14.1 CONTRACTOR may requisition payments for Work completed during the Project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all Subcontractors and suppliers their pro-rata shares of the payment out of previous payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the City Administrator or designee or Contract Documents. CITY shall have seven (7) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The CITY shall make payment to the CONTRACTOR within fifteen (15) calendar days after approval by the CITY Administrator, or designee, of the CONTRACTOR'S requisition for payment. Payments will be made by check and will be mailed to CONTRACTOR.

14.2 If, on the basis of CITY Administrator's, or designee's, observation of the Work during the performance of dredging services, City Administrator, or designee, is satisfied that the Work has been completed in accordance with the Contract Documents and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CITY Administrator, or designee, will process the payment requisition for payment. Otherwise, CITY Administrator, or designee, will return the payment requisition to CONTRACTOR, indicating in writing the reasons for refusing to recommend payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the payment requisition. Twenty (20) calendar days after presentation to CITY of the payment requisition and accompanying documentation, in appropriate form and substance, the amount recommended by CITY Administrator, or designee, will become due and will be paid by CITY to CONTRACTOR.

14.3 At the completion of the work in a Work Order, final payment for such Work Order, constituting the entire unpaid balance of the Contract Price for a Work Order shall be paid by the CITY to the CONTRACTOR when the Work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been issued by the CITY Administrator, or designee. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

14.3.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

14.3.2 Faulty or defective Work and latent defects discovered after acceptance.

14.3.3 Failure of the Work to comply with the requirements of the Contract Documents.

14.3.4 Terms of special warranties required by the Contract Documents.

14.3.5 Any of CONTRACTOR'S continuing obligations, including without limitation warranties, under this Agreement.

14.4 The acceptance of final payment by CONTRACTOR or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

14.5 The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

14.5.1 Defective Work not remedied.

14.5.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

14.5.3 Failure of the CONTRACTOR to make payment to Subcontractors or suppliers for materials or labor.

14.5.4 Damage to another contractor not remedied.

14.5.5 Failure to carry out the Work in accordance with the Contract Documents.

14.6 Final payment for a Work Order will be paid after the completed Work is accepted by the CITY and proof of payment has been submitted from all subcontractors and material suppliers and releases of liens have been provided, or the CONTRACTOR provides an affidavit that all subcontractors and material suppliers have been paid in full.

14.7 When the above issues are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

14.8 CONTRACTOR acknowledges that all Work under this Agreement is performed on public property; therefore, CONTRACTOR cannot and will not record any liens or other encumbrances on such property to secure payment pursuant to this Agreement.

15.0 CITY'S TERMINATION OF THE CONTRACT

15.1 Upon the occurrence of any one or more of the following events:

15.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

15.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief

against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

15.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

15.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

15.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

15.1.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as same may be revised from time to time, or failure to conduct the Work in a manner that takes due care of City and residents' property).

15.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction, State guidelines, or acceptable safety and horticultural practices.

15.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

15.2 CITY reserves the right to terminate this Contract immediately for unsatisfactory performance. In such case CONTRACTOR shall not be entitled to receive any further payment for additional work performed.

15.3 Upon seven (7) calendar days written notice to CONTRACTOR, CITY may, through a resolution of the CITY Commission, without cause and without prejudice to any other right or remedy, terminate this agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

16.0 NOTICE, COMPUTATION OF TIME

16.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

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

Copy to: Michael D. Cirullo, Jr., City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Facsimile: 954-771-4923

For CONTRACTOR:

Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

16.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

17.0 RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS

17.1 The CONTRACTOR shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the Work. The CONTRACTOR shall correct any inaccuracies, errors, or omission found in its Work without additional compensation.

17.2 The CONTRACTOR shall, at all times hereafter, indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the CONTRACTOR, its agents, servants, or employees.

17.3 The CONTRACTOR shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the CONTRACTOR, its agents, servants, or employees.

17.4. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, or immunities of the CITY under the doctrine of sovereign immunity or as set forth in Section 768.28, Florida Statutes.

18.0 LIQUIDATED DAMAGES

Upon failure of CONTRACTOR to complete the Work within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to CITY the sum of \$100.00 for each and every calendar day that the completion of the Work in a Work Order is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. CITY shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full.

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

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

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

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

19.5 The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. Each party waives its rights to a trial by jury.

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

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

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

20.0 PERFORMANCE BOND AND PAYMENT BOND

CONTRACTOR shall execute and furnish to CITY a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the contract. The Performance Bond shall be conditioned that the CONTRACTOR perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

21.0 GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

21.1 CONTRACTOR agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

21.2 Any remedies provided in this Agreement shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

22.0 PUBLIC RECORDS

22.1 Pursuant to section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records relating to this Contract; (b) upon request from the CITY, provide the CITY with public records that may be requested from the CITY in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (d) CONTRACTOR shall meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.

22.2 CONTRACTOR shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by the CITY of the need to extend the retention period.

22.3 All records stored electronically and requested by the CITY must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, FL 33064
(954) 943-6500
lhpadmin@lighthousepointfl.gov**

23.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

23.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

24.0 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company 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; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. 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 215.73, Florida Statutes; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

25.0 E-VERIFY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below. For purposes of this Section 22.0, "CONTRACTOR" shall have the same meaning as "CONTRACTOR."

1) Definitions for this Section:

"CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Lighthouse Point. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Lighthouse Point; and
- c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the

CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

26.0 AMERICAN RESCUE PLAN ACT FUNDING (Federal Funding)

This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the CONTRACTOR must follow the federal requirements identified in Section 24.0.

The American Rescue Plan Act emphasizes resilience, long-term investments, and using funds to combat the severe public health and economic crises created by the COVID-19 pandemic. *The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity. Treasury looks forward to supporting and engaging with state, local, and Tribal governments as they use these funds to make transformative investments in their communities. Finally, with so many pressing and effective ways to use SLFRF funds, there is no excuse for waste, fraud, or abuse of these funds.* The American Rescue Plan Act's funds must be used for costs incurred on or after March 3rd, 2021. These funds must be obligated by December 31st, 2024, and expended by December 31st, 2026. Per reporting guidelines, the CITY will commence reporting by April 30th, 2022, and annually thereafter. Eligible uses of the ARPA funds are as follows: addressing public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, administrative, and others. The funds shall not be spent to offset a reduction in net tax revenue, deposit into pension funds, debt service, and replenishing reserves, settlements, and judgments. The CONTRACTOR shall spend funds to support the Milling and Paving Project conducted through ARPA for the CITY'S general government provisions and will abide by the eligibility regulations and guidance of the ARPA.

- IV. The provisions in Section 24.0 shall apply to any Notice to Proceed issued under the Agreement for projects that are federally funded. The Notice to Proceed shall specifically identify that this Section for Federally Funded Projects shall apply to such Work.
- V. **The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.327 and 2 CFR Part 200 Appendix II. A breach of this or any of the below provisions may be grounds for termination of the agreement, or for debarment of the CONTRACTOR.**
- VI. CONTRACTOR shall assist the CITY in completing any and all forms necessary for reimbursements from state or federal agencies relating to the services provided by the CONTRACTOR hereunder. This includes the preparation and submittal of any and all necessary documents, and preparing any replies to all agency denials or inquiries.
- VII. Provisions for federally funded projects in applicable Notices to Proceed:

26.1 Nondiscrimination and Equal Opportunity Employment

26.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

26.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

26.1.3 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.

26.1.4 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.

26.1.5 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.

26.1.6 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 as 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.

26.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

26.2 Compliance with the Copeland "Anti-Kickback" Act

26.2.1 CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

26.2.2 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

26.2.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

26.3 Compliance with the Contract Work Hours and Safety Standards Act

26.3.1 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.

26.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) 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 (1) of this section, in the sum of \$10 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 of this section.

26.3.3 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 (2) of this section.

26.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

26.4 Clean Air Act

26.4.1 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.

26.4.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

26.4.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.5 Federal Water Pollution Control Act

26.5.1 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.

26.5.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

26.5.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.6 Suspension and Debarment

26.6.1 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, its 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).

26.6.2 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.

26.6.3 This certification is a material representation of fact relied upon by 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 Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.6.4 CONTRACTOR 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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.

26.8 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.9 Maximum use of products containing recovered materials

26.9.1 In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

26.9.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

26.10 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.

26.11 Program Fraud and False or Fraudulent Statements or Related Acts

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.

26.12 Davis-Bacon

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

26.13 Rights to Inventions Made Under Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

26.14 Huawei Technologies Company or ZTE Corporation

CONTRACTOR is prohibited from obligating/expending funds to:
Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

26.15 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

The CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. **Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

26.15.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.15.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.15.3 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;

26.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

26.15.5 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.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement, in duplicate.

ATTEST: **CITY OF LIGHTHOUSE POINT, FLORIDA**

BY: _____
Kathryn Sims, City Clerk

BY: _____
Kyle Van Buskirk, Mayor

APPROVED AS TO FORM:

City Attorney

Signature of Corporate President

Signature of Witness

(Corporate Seal)

Printed Name of Corporate President

Signature of Corporate Secretary

COUNTY OF _____) SS:

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this ____ day of _____, 2023.

Signature of Notary Public