

**CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL**

Sealed bids will be received until Friday, April 26, 2024, at 3:00 p.m. (local time), in the Office of the City Clerk, located in City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

**“Storm Debris Collection Monitoring”
RFP No. 2024-004**

The CITY desires to hire a contractor(s) to perform work concerning post hurricane and weather event debris collection monitoring and related services. The selected firm will be expected to follow FEMA requirements to provide disaster debris monitoring services to include: debris generated from the public rights-of-way, private property, drainage areas/canals, and waterways. Specific services include:

- Monitor contractor recovery operations and recommend efficiencies.
- Accurately measure and certify truck capacities (recertify on a regular basis).
- Properly and accurately complete and physically control load tickets (in tower and field)
- Entering load tickets into a database application.
- Developing daily operational reports to keep the City informed of work progress.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices.
- Record pertinent information in format required for reimbursement by FEMA.
- Disaster related damage assessment and reconstruction services, as needed.
- Final report and appeal preparation and assistance.
- Other disaster recovery services as requested by the City.

The Contractor shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the work. Contractor represents to CITY, with full knowledge that CITY is relying upon these representations when submitting a proposal, that Contractor is knowledgeable of FEMA guidelines and has the professional expertise, experience, and manpower to perform the services requested. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the FEMA 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 City Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 at 11:00 a.m., on Monday, April 8, 2024. The work is funded through the Federal Emergency Management Agency (FEMA). All FEMA rules and regulations are applicable.

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

Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals.

It will be the sole responsibility of the bidder to clearly mark bid as such, and ensure that the bid reaches the CITY prior to the bid opening date and time listed. **One (1) original, four (4) copies, and one (1) USB drive** must be submitted in sealed packaging and clearly marked **“Sealed Proposal RFP # 2024-004, Storm Debris Collection Monitoring”** on all packaging, including any outer shipping package or envelope and delivered to the City of Lighthouse Point, Office of City Clerk, 2200 N.E. 38th Street, Lighthouse Point, FL 30064. Any uncertainty regarding the time a bid is received will be resolved against the bidder. Bids will not be accepted from anyone who obtains the bid 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.

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

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

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

Kathryn Sims, City Clerk
Advertised on March 28, 2024

I. INSTRUCTION TO BIDDERS

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

1. Qualifications of Bidders: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. The Bidder must possess at least three (3) years demonstrated experience in storm debris collection and disposal. The Bidder must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor-surplus area businesses and firms are encouraged to submit proposals.

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

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

4. Addenda and Interpretations: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Bidder. Prospective Bidders must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Bidders (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting his bid.

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

6. Legal Conditions: Bidders are notified to familiarize themselves with the provisions of the laws and regulations of the United States and State of Florida, including without limitation those relating to disaster recovery and payment for such work, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point.

7. Form of Proposals: Sealed bids will be received until Friday, April 26, 2024, at 3:00 p.m. (local time), in the Office of the City Clerk. 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, four (4) copies, and one (1) USB drive must be enclosed in a sealed envelope when submitted to the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Bidder and be clearly marked **"Sealed Proposal RFP No. 2024-004 – Storm Debris Collection Monitoring."** The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

8. Bid Bond: A certified check, cashier's check, or 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, or bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Lighthouse Point as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

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

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

11. Withdrawals: Any Bidder may, without prejudice to himself, withdraw his Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving proposals, no Proposal can be withdrawn, modified, or explained.

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

13. Rejection of Bids: The City Commission reserves the right to reject any Bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Bidders. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject Proposals and re-advertise.

14. Award of Bid: The City Commission will award the Bid to the most responsible and responsive Bidder based on the scoring criteria. The Contractor awarded the Bid must have at least five (5) years of experience in storm debris collection monitoring and have satisfactory references.

15. Agreement: The Bidder to whom award is made shall execute a written agreement to do the work. The award may be canceled by the City Commission and awarded to the next most responsible and responsive Bidder. If this occurs, such Bidder shall fulfill every stipulation as if he were the original party to whom award was made. The Agreement will include specific insurance, indemnification, and performance and payment bond requirements. Bidders must submit questions, issues, or concerns with the terms and/or language in the attached Agreement by the deadline for submitting questions for interpretations in paragraph 4 above.

16. Payment: Payment will be made when all work is completed to the satisfaction of the City Administrator or

designee. However, successful Bidder can request periodic payments, no more than biweekly, as work progresses.

17. Audit of Contractor's Records: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such 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 Contract provisions.

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

18. 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.

19. Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference will be held in City Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 at 11:00 a.m., on Monday, April 8, 2024.

20. 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, or by fax 954-784-3446, no later than 3:00 p.m. (local time), on Tuesday, April 16, 2024. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the Bid may be grounds for elimination from the selection process.

21. City: Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

22. 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.

II. SPECIFICATIONS

1. Overview

The City of Lighthouse Point, Florida (City) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as Contractor) shall advise and support the City during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City's Debris Collection Contractor(s) (hereinafter referred to as DCC) and recommending efficiencies to improve and expedite DCC recovery work.

2. General

Monitoring debris removal operations requires comprehensive observation and documentation of the debris

removal work performed from point of collection to final disposal. In the event of a disaster or emergency, the Contractor shall be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the City. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by the City.

The response of the Contractor to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The Contractor shall monitor the DCC's progress and suggest and assist with implementing recommendations to improve efficiency. Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the City's Debris Manager as changes occur.

The Contractor shall provide disaster debris monitoring management services to support the City in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as hurricanes, floods or tornadoes. When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may stage outside the strike area. In this case, the Contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Broward County, Florida.

Contractor shall be capable of assembling, directing, and managing a workforce that can complete the debris monitoring operations in a maximum of 120 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

Contractor shall monitor DCC activities to ensure satisfactory performance. Monitoring includes verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the DCC is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

3. Scope of Services

Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Link to the FEMA Super Circular is listed below:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

a. Emergency Push/Road Clearance Monitoring:

Contractor shall monitor the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified and directed by the City or as specified by FEMA for a particular storm event. The emergency push will normally be completed within the first seventy (70) work hours, as FEMA may change from time to time, following the activation of this contract, unless notified otherwise by the City. Normally, time and material rates shall be paid to the Debris Collection Contractor (DCC), however, the payment to DCC will be in accordance with reimbursement rules established by FEMA. Contractor is responsible for keeping the City abreast of FEMA requirements. Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts that pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed of. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

b. Debris Removal from Public Rights-of-Way (ROW):

Contractor shall monitor the DCC load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with regulations and instructions from FEMA and applicable State and local agencies regarding the collection, hauling, and disposal of storm debris including other categories of debris including hazardous wastes. Contractor will prepare load tickets and verify debris was handled in accordance with FEMA requirements. Potential TDMS are Broward County Debris Management Sites.

c. It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations.

d. Designation and Management of Staging Areas:

Contractor shall monitor staging areas in collaboration with the DCC for the purposes of truck/equipment certification and other operational service functions related to debris removal efforts.

e. Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Contractor will monitor the removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines.

f. Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC as requested by the City Administrator, and continuing assistance throughout and subsequent to the work on the City's FEMA reimbursement requests.

4. Performance of Services

a. Description of Service:

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. All monitors must meet FEMA training requirements and standards.

b. Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own vehicles 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. In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA-approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

5. Standards of Performance

a. Debris Management Plan:

Contractor shall assist in all disaster debris recovery planning efforts as required by City. The planning efforts shall include but not be limited to the development of a City Debris Management Plan prepared by Contractor. The plan will include as a minimum assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and action plans for debris management and clearance. The City will approve the Debris Management Plan prior to its implementation.

b. Mobilization:

When a Notice to Proceed is given to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment and labor in close proximity to the City for immediate use after the storm event to monitor the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within four (4) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within forty-eight (48) hours and 100% of the required resources within ninety-six (96) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

6. Operations

All Work shall be in accordance with the FEMA guidelines, State Statutes, and local ordinances. Equipment setup shall be performed in a manner that is approved by the Director of Public Works or designee. The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are:

- Report issues to their direct supervisor that require action (such as safety concerns, contractor non-compliance and equipment use)
- Accurately measure and certify truck capacities (recertify on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure that trucks are accurately credited for their load
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed-not compacted)
- Validate hazardous trees, including hangers, leaners, and stumps
- Ensure that hazardous wastes are not mixed in loads
- Ensure that all debris is removed from trucks at Temporary Debris Management Sites (TDMS)
- Report if improper equipment is mobilized and used
- Report if contractor personnel safety standards are not followed
- Report if general public safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- Assure that force account labor and/or debris contractor work is within the assigned scope of work
- Monitor site development and restoration of TDMSs (if applicable)
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Record the types of equipment used (Time & Materials contract)
- Record the hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract)

7. Work Scheduling

All Work shall be scheduled through the Director of Public Works or designee. Contractor shall commence work immediately after the storm once the DCC commences work.

8. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the Director of Public Works within 30 days of completion of the recovery operations. Recovery operations include closure of sites, remediation of sites and conclusions of all related operations. At a minimum, the following information will be included:

- Discussion of debris collection and removal requirements and results.
- Recommendations for future disaster response strategies.
- Hard and digital copies of manifests, certificates, and related documents.
- Log books and all other data taken during the implementation of the Debris Management Plan including all applicable GPS coordinates.

III. INSURANCE REQUIREMENTS

Contractor shall:

1. Comprehensive General or Commercial Liability

Provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

2. Worker's Compensation

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's workforce in accordance with State Statutes.

3. Business Automobile Liability

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

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.

6. Performance and Payment Bond

CONTRACTOR agrees that upon execution of this Agreement, it will obtain a Performance and Payment Bond in an amount deemed adequate by the City based upon the expected scope of work, which must be renewed on an annual basis for the length of the contract. The costs of such bonds shall be included in the Unit Prices set forth in Exhibit "A".

IV. INDEMNITY

The Successful Proposer 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 Successful Proposer, 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. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. 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 Successful Proposer, or any of the Successful Proposer'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.

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 and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

V. DISBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2. d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

VI. 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 **The CONTRACTOR, if subcontracts are to be let, shall take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
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.

VII. PROPOSAL EVALUATION

The Bid shall be awarded by the City utilizing a ranking and weighting process in four (4) categories defined in the table and paragraphs below.

Criteria	Weight
Qualifications and Experience	30
Debris Management Plan	10
Resources and Availability	30
Price Proposal	30
Total	100

The Storm Debris Monitoring Committee score shall be determined at a public meeting. Upon reconciliation of the weighted scores defined above, the Proposer with the lowest average ranking score will be ranked 1, the Proposer with the second lowest average ranking score will be ranked 2, until the top 3 responsive and responsible Proposers are scored and ranked.

Award of the Agreement shall be made to the Proposer who would best satisfy the City's needs by the City Commission.

Bidder Proposal Requirement - Page 1

Qualification Package

The Proposer's Qualification Package is provided to give the Storm Debris Monitoring Committee information that will better enable them to determine each Bidder's qualifications and to rank order the Proposers. It also will need to address the Debris Management Plan as well as the proposer's resources and availability.

The City Administration shall examine the documentation submitted in the Qualification Package to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. Proposers must provide the following information in the separate Qualification Package:

1. Executive Summary: The Executive Summary is to be signed by an officer of the company authorized to bind the Proposer to its provisions. Executive Summary briefly describes the commitment to perform the work, local experience, financial strength, and company history. The Executive Summary must contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required. The executive summary should provide a one-page snapshot of the company.

2. Organization and Management: Proposers must demonstrate significant staff expertise in effectively managing storm debris collection and disposal monitoring. The Proposer must provide the name and qualifications of the individual who will manage the project. The Proposer must provide an organizational chart of the company. Subcontractors may not be used in management positions.

3. Experience and References: Proposer must identify successful experience in storm debris collection and disposal monitoring, including experience in emergency push activities immediately after a storm event. A summary list showing at least three (3) and not more than five (5) of the most recently awarded and serviced comparable jobs, going back no more than five (7) years must be provided. This summary list must identify the name of the project owner (employer), address, description of project, dates of service, cost of work in dollars, and a contact/reference person with phone number. The City may contact references.

4. Available Resources: Proposers shall provide a list of tools, equipment, vehicles, and personnel available to do the work. In addition, Proposers shall provide an explanation on how resources will be used in the City. Also, Proposers must identify how resources will be sufficient to handle the Proposer's total workload.

5. Debris Management Plan: Contractor shall provide a moderately detailed Debris Management Plan. At a minimum, the plan will include the proposed identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, scheduling debris monitoring resources and deployment timing, communication with City personnel, documenting and recording measurements and computations, documenting truck hauling compartment conditions, compiling, reconciling, and documenting daily all eligible debris, and additional action plans for debris management and clearance.

6. Litigation History: Proposers must provide a summary of any litigation or arbitration that the Proposer, its parent company, or its subsidiaries have been engaged in during the past three (3) years against or involving any public entity for any amount. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer it determines to be excessively litigious.

7. Criminal Convictions: Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being bid. The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

8. Proposer's Non-Collusion Certification: Any Proposer submitting a Proposal in response to this RFP must complete and execute the Non-Collusion Affidavit of Proposer. Proposers shall list and describe their relationships with the City or any of its employees.

9. Drug-Free Workplace: Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. To receive consideration, a signed Drug-Free Certification of Compliance form must be included in the Proposal Package.

10. Scrutinized Company Certification: Any Proposer submitting a Proposal in response to this RFP must complete the Scrutinized Company Certification, pursuant to Florida Statute 287.135

11. E-Verify: Any Proposer submitting a Proposal in response to this RFP must complete and execute the E-Verify form, pursuant to Florida Statute 448.095

12. State of Florida Division of Corporations: Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida.

13. Foreign Entity Laws Compliance: Any Proposer submitting a Proposal in response to this RFP must complete and execute the Compliance with Foreign Entity Laws form, pursuant to Florida Statute 287.138.

Remainder of this page intentionally left blank

Bidder Proposal Requirement - Page 2
To the City Commission of the City of Lighthouse Point, Florida

Ladies/Gentlemen:

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

Storm Debris Collection Monitoring
RFP No. 2024-004

Table 1

Resource	Hourly Rate	X	Eight Hours	+	Overtime Hourly Rate	X	Four Hours	X	Factor	=	Twelve Hour Work Day
Project Manager		X		+		X		X	1	=	
Operations Manager w/pickup truck		X		+		X		X	1	=	
Field Supervisor w/pickup truck		X		+		X		X	1	=	
Collection Monitor w/pickup truck		X		+		X		X	2	=	
Load Ticket Data Clerk		X		+		X		X	1	=	
Tower Monitor		X		+		X		X	2	=	
Billing/Invoice Analyst		X		+		X		X	1	=	
GIS Analyst		X		+		X		X	1	=	
Administrative Assistant		X		+		X		X	1	=	
Total											

The amount of hours in Table 1 is used for bidding purposes only. The actual manpower and contact value will be coordinated with the successful proposer prior to the issuance of a notice to proceed for each event.

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

advertise. Table 1 must be completed and submitted in the sealed Proposal package. The successful Bidder will be required to enter into an Agreement with the City. The Agreement is not exclusive, as the City has the right to have other Contractors performing the same work.

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary, and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State. (Please print or type)

Firm Name: _____

Address: _____

Telephone: _____

Fax: _____

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

(Attach additional sheets, if necessary.)

The undersigned Bidder acknowledges that they may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update their records should they be awarded the Work described below.

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the Work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned Bidder has not divulged to, discussed, or compared this Bid with other Bidders, and has not colluded with any other Bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal.

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

Addendum No.

Date Received

Addendum No.

Date Received

DATE: _____

FOR: _____

(Witness - Print or Type Name)

BY: _____
(Signature)

(Witness – Print or Type Name)

(Print Name)

TITLE: President () Vice-President ()

(Corporate Seal)

Questionnaire

Please print or type

Firm Name: _____

President: _____

Business Address: _____

Telephone: _____

Fax: _____

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

2. Have you ever failed to complete work awarded to you or tried to renegotiate pricing after a storm event: State of Florida Division of Corporations if so, where and why?

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

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

a. _____

b. _____

c. _____

d. _____

Licensed in: _____
(County/State)

Contractor's License # _____ Expiration Date: _____

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

Bidder Proposal Requirement - Page 4

Non-Collusion Affidavit

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

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

Drug-Free Workplace Certification of Compliance

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 bid a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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Bidder Proposal Requirement - Page 6

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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCRUTINIZED COMPANY CERTIFICATION FORM
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 Contractor, 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

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

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 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. 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) Should vendor become the successful 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.

3. 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 _____, 2024, 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)

Title or Rank

Serial number, if any

Bidder Proposal Requirement - Page 9

COMPLIANCE WITH FOREIGN ENTITY LAWS

I, _____, on behalf of _____,
(Print Name/Title/Company Name)

Certify that _____ attests under penalty of perjury the following:
(Company Name)

- A. Company is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Company. (Source: § 287.138(2)(b), Florida Statutes)
- C. Company is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Company is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Company is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Company is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

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 _____, 2024, 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)

Title or Rank

Serial number, if any

AGREEMENT

Storm Debris Collection Monitoring

THIS IS AN AGREEMENT, dated the _____ day of _____, 2024, between:

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

and

_____, a Florida corporation, hereinafter
"CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2024-004, Storm Debris Collection Monitoring ("Project") was advertised on March 28, 2024, and advised that sealed bids would be received at the City Clerk's Office until April 26, 2024, at 3:00 p.m.; and,

WHEREAS, the sealed bids that were received were opened and read aloud in City Hall, at 2200 N.E. 38th Street, Lighthouse Point, Florida; and,

WHEREAS, a Selection Committee met and reviewed and evaluated the bids received; and,

WHEREAS, _____ has been determined to be the most responsible and responsive lowest priced bidder for the Project; and,

WHEREAS, the City Commission deems it to be in the best interest of the residents and citizens to accept the proposal from _____ as the CONTRACTOR to perform Storm Debris Collection Monitoring, in the event of a storm; 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 the CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for Storm Debris Collection Monitoring from the potential of storms affecting the CITY and thereby causing storm debris throughout the CITY that require collection and disposal at approved disposal sites (hereafter referred to as the "Project").

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 Owner Representative – Ross Licata, City Administrator, or his designee, who shall have such duties and responsibilities as provided herein and by law. If he shall cease to hold the position, it shall be the person so designated by the Mayor of the CITY.

2.2 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.

2.3 Contract Time – A time frame after the storm when the debris collection monitoring should be reasonably performed and concluded.

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

2.5 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. Also included in entirety is RFP 2024- , and CONTRACTOR'S Proposal except as may be inconsistent with the terms of this Agreement

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

2.7 Contract Price – The unit price tables identified in Exhibit A.

2.8 Debris Collection Contractor (DCC) - CONTRACTOR that provides all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for the timely removal and lawful disposal of all eligible storm-generated debris.

2.9 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.

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

2.11 Field Order - A written order issued by City Administrator, or his designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.12 Contract Price – The unit price tables identified in Exhibit A.

2.13 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. A notice to proceed is issued for each storm event before work commences.

2.14 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. FEMA guidelines are considered specifications.

2.15 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.

2.16 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.17 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.

2.18 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.

2.19 Work Directive - A written directive to CONTRACTOR issued on or after the Effective Date

of the Agreement and signed by the City Administrator or his designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, 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.

2.20 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.

2.21 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, include the 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. RFP 2024-004 Storm Collection Monitoring is incorporated in its entirety into this Agreement attached as Exhibit "A". CONTRACTOR'S proposal is incorporated in its entirety into this Agreement attached as Exhibit "B". **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Link to the FEMA Super Circular is listed below:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

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 his 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.

4.0 Scope of Work

Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Link to the FEMA Super Circular is listed below:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.1. Emergency Push/Road Clearance Monitoring:

CONTRACTOR shall monitor the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified and directed by the CITY or as specified by FEMA for a particular storm event. The emergency push will normally be completed within the first seventy (70) work hours, as FEMA may change from time to time, following the activation of this contract, unless notified otherwise by the CITY. Normally, time and material rate shall be paid to the Debris Collection Contractor (DCC), however, the payment to DCC will be accordance with reimbursement rules established by FEMA. CONTRACTOR is responsible for keeping the CITY abreast of FEMA requirements. Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts which pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

4.2 Debris Removal from Public Rights-of-Way (ROW):

CONTRACTOR shall monitor the DCC load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the CITY. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The CONTRACTOR will ensure compliance with regulations and instructions from FEMA and applicable State and local agencies regarding the collection, hauling and disposal of storm debris including other categories of debris including hazardous wastes. CONTRACTOR will prepare load tickets and verify debris was handled in accordance with FEMA requirements. Potential TDMS are Broward County Debris Management Sites and Monarch Hill in Pompano Beach, FL.

4.3 It is understood that the CITY'S intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations.

4.4 Designation and Management of Staging Areas:

CONTRACTOR shall monitor staging areas in collaboration with the DCC for the purposes of truck/equipment certification and other operational service functions related to debris removal efforts.

4.5 Management of Vegetative Debris:

Vegetative debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The CONTRACTOR will monitor the removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines.

4.6 Disaster Recovery Technical Assistance:

CONTRACTOR will provide Disaster Recovery Technical Assistance to the CITY to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the CITY'S Emergency Operations Center (EOC) during activations of the EOC as requested by the CITY Administrator, and continuing assistance throughout and subsequent to the work on the CITY'S FEMA reimbursement requests.

4.7 Description of Service:

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.

4.8 Cost of Services:

CONTRACTOR shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own vehicles 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. In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The CITY will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

4.9 Debris Management Plan:

CONTRACTOR shall assist in all disaster debris recovery planning efforts as required by CITY. The planning efforts shall include but not limited to the development of a CITY Debris Management Plan prepared by CONTRACTOR. The plan will include as a minimum assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and action plans for debris management and clearance. The CITY will approve the Debris Management Plan prior to its implementation.

4.10 Mobilization:

When a Notice to Proceed is given to the CONTRACTOR prior to a storm event, the CONTRACTOR is expected to pre-position equipment and labor in close proximity to the CITY for immediate use after the storm event to monitor the emergency push. CONTRACTOR will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within four (4) hours and 100% of the required resources within eight (8) hours for the emergency push. CONTRACTOR will make all necessary arrangements to mobilize a minimum of 50% of the required resources within forty eight (48) hours and 100% of the required resources within ninety six (96) hours to commence and conduct the storm debris collection and removal. The CITY may take actions as necessary to address the failure of the CONTRACTOR to mobilize resources on the schedule required by the CITY.

4.11 Operations:

All Work shall be in accordance with the FEMA guidelines, State Statutes and local ordinances. Equipment setup shall be performed in a manner that is approved by the CITY'S Director of Public Works or designee. The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are:

4.11.1 Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)

4.11.2 Accurately measure and certify truck capacities (recertify on a regular basis)

4.11.3 Properly and accurately complete and physically control load tickets (in tower and field)

4.11.4 Ensure that trucks are accurately credited for their load

4.11.5 Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed-not compacted)

4.11.6 Validate hazardous trees, including hangers, leaners, and stumps

4.11.7 Ensure that hazardous wastes are not mixed in loads

4.11.8 Ensure that all debris is removed from trucks at Temporary Debris Management Sites (TDMS)

4.11.9 Report if improper equipment is mobilized and used

4.11.10 Report if contractor personnel safety standards are not followed

4.11.11 Report if general public safety standards are not followed

4.11.12 Report if completion schedules are not on target

4.11.13 Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)

4.11.14 Assure that force account labor and/or debris contractor work is within the assigned scope of work

4.11.15 Monitor site development and restoration of TDMSs (if applicable)

4.11.16 Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (ie., proper disposal of hazardous wastes)

4.11.17 Record the types of equipment used (Time & Materials contract)

4.11.18 Record the hours equipment was used, include downtime of each piece of equipment by day (Time & Materials contract)

4.11.19 All Work shall be scheduled through the Director of Public Works or designee

4.12 Final Report:

A final report will be prepared by the CONTRACTOR and will be submitted to a distribution list as established by the Director of Public Works within 30 days of completion of the recovery operations. Recovery operations include closure of sites, remediation of sites and conclusions of all related operations. At a minimum, the following information will be included:

- Discussion of debris collection and removal requirements and results.
- Recommendations for future disaster response strategies.
- Hard and digital copies of manifests, certificates, and related documents.
- Log books and all other data taken during the implementation of the Debris Management Plan including all applicable GPS coordinates.

5.0 Contract Period

5.1 The initial contract period is for three (3) years beginning on June 1, 2024 and expiring on May 31, 2027. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the CITY Administrator and CONTRACTOR executed no less than sixty (60) days prior to the expiration date. CITY Administrator can negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 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. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The CITY Administrator will issue a written notice to proceed for each storm event.

6.0 Contract Price and Payment

The CITY hereby agrees to pay CONTRACTOR unit pricing for the faithful performance of this Agreement. Prices for work completed by the CONTRACTOR are reflected in CONTRACTOR'S proposal dated _____. Mobilization, stand-by costs, and reduction in productivity are included in the contract price. CONTRACTOR will be paid unit pricing for Work as reflected in CONTRACTOR'S proposal attached as Exhibit B. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 on this Agreement.

7.0 CONTRACTOR Responsibilities

In addition to those responsibilities enumerated in Article 4.0 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 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The CITY will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 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. CONTRACTOR will be required to provide debris volume estimates in support of proposed costs. CONTRACTOR will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the CONTRACTOR used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, CITY hired CONTRACTOR to provide storm debris collection and removal construction 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.

7.5 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. In coordination with the CITY, CONTRACTOR shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, CONTRACTOR shall provide full-time competent project supervision and any necessary assistants. The CONTRACTOR may, with the permission of the CITY Administrator, or his designee, schedule prosecution of the Work during times not otherwise allowable for work within the CITY as restricted by CITY ordinance.

7.7 The day-to-day management of the Project's Subcontractors schedules and requests for payment shall be by a competent project manager. The project manager will regularly coordinate with the CITY Administrator or designee and the CITY'S DCC.

7.8 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.

7.9 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, testing, start-up, mobilization, and proper completion of the Work.

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

7.11 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, and consistent with the Subcontract Plan. CONTRACTOR must submit a subcontract plan including a clear description of the percentage of the work the CONTRACTOR may subcontract out and a list of subcontractors the CONTRACTOR plans to use.

7.12 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.

7.13 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.

7.14 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. CITY shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the CITY, or other disposal destination that is specified by the CITY.

7.15 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.

7.16 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 shall provide a safe and clean working environment.

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

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

7.19 CONTRACTOR understands that CITY will be seeking reimbursement from FEMA for the Work, and that FEMA will require specific reporting and documentation from the CONTRACTOR. The CONTRACTOR shall participate in all monitoring by FEMA, and provide all documentation requested by FEMA and/or the CITY for CITY'S reimbursement for payments for the Work. In the event the CITY'S reimbursement is denied solely as a result of CONTRACTOR'S failure to comply with this paragraph, CITY shall have a right to recover all such non-reimbursed payments from CONTRACTOR.

7.20 In the event of post-event payment reviews and/or audits by any governmental entity that reimbursed the CITY for storm collection and disposal services and/or collection monitoring services, CONTRACTOR shall provide all required documentation in its possession related to such review and/or audit.

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 Responsibilities

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

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

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

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

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

CONTRACTOR directing CONTRACTOR to proceed and specifying CITY'S interpretation of the Work that is to be performed.

9.6 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.

10.2.1 Worker's Compensation Insurance Provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's workforce in accordance with State Statutes.

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

10.2.4 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 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.

10.4 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.

10.5 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.

10.6 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.

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

10.8 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.

10.9 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.

10.10 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 Performance and Payment Bonds

CONTRACTOR agrees that upon execution of this Agreement, it will obtain a Performance and Payment Bond in an amount deemed adequate by the City based upon the expected scope of work, which must be renewed on an annual basis for the length of the contract. The costs of such bonds shall be included in the Unit Prices set forth in Exhibit "A". 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 so that the CONTRACTOR will perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned so that the CONTRACTOR promptly make payments to all persons who supply the successful bidder 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 successful bidder to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

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

12.2 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Contract.

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

obligations under the Contract.

12.4 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.

12.5 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.

13.0 Public Records

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, 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**

14.0 Changes in Work

14.1 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. All contract amendments and modifications will be in writing.

14.2 No claim against CITY for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 CONTRACTOR Indemnification

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

defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this AGREEMENT, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

15.2 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.

16.0 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 **The CONTRACTOR, if subcontracts are to be used, shall take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

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

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

16.3 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;

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

16.5 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.

17.0 Payments and Completion of Work

17.1 CONTRACTOR may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The CONTRACTOR'S requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all Subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period 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 his designee or Contract Documents. Each requisition shall be submitted in duplicate to the CITY Administrator, or his designee, for approval; CITY shall have fifteen (15) 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 his designee, of the CONTRACTOR'S requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) CONTRACTOR'S receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to CITY to indemnify CITY against any lien or claim.

17.3 If, on the basis of City Administrator's, or his designee's, observation of the Work during debris collection and removal and final inspection, and City Administrator's, or his designee's, review of the final Application for Payment and accompanying documentation, City Administrator, or his 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 his designee, will, present the Application to CITY for payment. Otherwise, City Administrator, or his designee, will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Fifteen (15) calendar days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Administrator, or his designee, will become due and will be paid by CITY to CONTRACTOR.

17.4 Final payment, constituting the entire unpaid balance of the Contract Price 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 his designee. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

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

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

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

17.4.4 Terms of special warranties required by the Contract Documents.

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

17.5 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.

17.6 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:

17.6.1 Defective Work not remedied.

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

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

17.6.4 Damage to another contractor not remedied.

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

17.7 When the above issues are removed or resolved or the CONTRACTOR provides a surety bond or a 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.

18.0 CITY'S Termination of Contract

18.1 It is expressly understood and agreed that the CITY may terminate this AGREEMENT, in total or in part, at any time for cause or convenience without 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. CITY may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 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.

18.1.2 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.

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

18.1.4 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.

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

18.1.6 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 or failure to adhere to the progress schedule as same may be revised from time to time).

18.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

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

18.2 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.

18.3 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, without any reason and at any time, 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. Except as set forth below, 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.

19.0 Notice, Computation of Time

19.1 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: Ross Licata, City Administrator
City of Lighthouse Point
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 Blvd. 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.

19.2 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.

20.0 Miscellaneous

20.1 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.

20.2 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.

20.3 CONTRACTOR and its employees, volunteers, subcontractors, and agents shall be and remain

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

20.4 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.

20.5 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. Parties agree to waive their rights to trial by jury.

20.6 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.

20.7 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.

20.8 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as the initial Agreement.

20.9 The CITY reserves the right to assign work to various contractors, at its sole discretion, and this contract is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

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

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 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.

22.2 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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.

22.3 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.

23.0 Compliance with the Contract Work Hours and Safety Standards Act

23.1 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.

23.2 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.

23.3 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.

23.4 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.

24.0 Clean Air Act

24.1 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.

24.2 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 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 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.

25.2 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 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 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).

26.2 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.

26.3 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.

26.4 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.

27.0 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.

30.0 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.

31.0 E-Verify form under Section 448.095, Florida Statutes

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.

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 sub-vendors/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.

32.0 Compliance with Foreign Entity Laws

The company hereby attests under penalty of perjury the following:

- a) Company is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- b) The government of a foreign country of concern does not have a controlling interest in Company. (Source: § 287.138(2)(b), Florida Statutes)
- c) Company is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- d) Company is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country

of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

- e) Company is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- f) Company is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

28.0 Maximum use of products containing recovered materials

28.1 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.

28.2 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>.

29.0 Access to Records

29.1 CONTRACTOR agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 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.

32.0 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.

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

CITY OF LIGHTHOUSE POINT, FLORIDA

BY: _____
Kyle Van Buskirk, Mayor

ATTEST:

Kathryn Sims, City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR INC.

WITNESS:

Signature of Witness

Printed Name of Witness

Signature of Corporate President

Printed Name of Corporate President

Signature of Corporate Secretary

Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)

) SS:
COUNTY OF _____)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2024.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public