

**CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL**

Sealed bids will be received until Wednesday, May 25, 2022, 2:00 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 Fletcher Hall for:

**Milling and Paving 2022
RFP No. 2022-004**

The City desires to hire a Contractor to mill and pave approximately 64,000 square yards of existing asphalt streets, and make other related road improvements. The specifications shall be the latest edition of the Florida Department of Transportation (FDOT) Standard Specification for Road Construction and Drainage Improvements. It is the Proposer's responsibility to obtain a copy of those specifications. Proposers must be FDOT certified to work in the public right-of-way. City in its sole discretion may elect to do all or part of the Work and reduce the scope. The City may also add additional areas to the Work.

Proposer represents to City with full knowledge that City is relying upon these representations when submitting a proposal that the Proposer has the professional expertise, experience, supplies, equipment, vehicles, and manpower to perform the Work requested. Selected Proposer shall bear all costs associated with the Work, including but not limited to: mill one inch (1") of pavement and disposal of existing asphalt, applying tack coat, resurface with one inch (1") of SP-9.5 asphaltic concrete, truing and leveling, thermoplastic striping, placement of pavement reflector markings, and replacement of valve boxes and frame and covers as needed. Selected Proposer is responsible for maintenance of traffic (MOT).

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

A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Wednesday, May 4, 2022.

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.

It will be the sole responsibility of the Proposer to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the bid opening date and time listed above. One (1) original and three (3) copies, and a thumb drive, must be submitted in sealed packaging and clearly marked "**Sealed Proposal RFP No. 2022-004 – Milling and Paving 2022**" on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the Proposer. Proposals 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 the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer.

The 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 or by email to lhpadmin@lighthousepoint.com with any questions concerning this Request for Proposal.

Kathryn Sims, City Clerk
Advertised: April 24, 2022

SECTION I. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers 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 Proposers: 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 Proposer must possess at least five (5) years demonstrated experience in milling and paving. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Proposals.

2. Personal Investigation: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work 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 Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. Addenda and Interpretations: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers 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 Proposers (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 Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

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: Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point.

7. Forms and Proposals: Sealed bids will be received until Wednesday, May 25, 2022, at 2:00 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 and three (3) copies, and a thumb drive, must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked "**Sealed Proposal RFP 2022-004, Milling and Paving 2022**" 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. Any uncertainty regarding the time a bid is received will be resolved against the Proposer.

8. Bid Bond: A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into an Agreement with the City within thirty (30) days upon award of the proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Proposer will furnish the specified work identified in the Request for Proposal. The check or bond accompanying the proposal of the Successful Proposer will be returned to the Successful Proposer after the actual start date of the performance of work. The checks or bid bonds of the unsuccessful proposers will be returned upon the acceptance of the proposal of the Successful Proposer, so long as the proposers have not forfeited such.

9. Performance Bond and Payment Bond: Successful Proposer shall execute and furnish to City a Performance Bond and a Payment Bond for 100% of the construction cost within 15 days upon execution of the written agreement between the City and successful Proposer.

10. Filling in Bids: All prices must be written in the Proposal, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal. Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

11. Bids Firm for Acceptance: Proposer 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.

12. Withdrawals: Any Proposer 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. Should Proposer withdraw its Proposal after expiration of the period for receiving proposals, it shall forfeit its Bid Bond.

13. Causes for Rejection: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administration, 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 proposals for all items called for in the schedule shall render the Proposal informal. 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.

14. Rejection of Proposals: The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City 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, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

15. Award of Bid: The City Commission will award the Bid to the most responsible and responsive lowest price Proposer that has at least five (5) years of experience in milling and paving. The Contractor(s) awarded the Bid must have satisfactory references.

16. Agreement: The Proposer(s) to whom award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if he were the original party to whom award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms and/or language in the attached Agreement by the deadline for submitting requests for interpretations in paragraph 4 above.

17. Payment: Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Successful Proposer shall submit invoices monthly as work progresses.

18. 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 or the period of time in which federal or state agencies may review or audit the City for reimbursements received by the City. 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 its records pertaining to the project upon request by the City.

19. Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Wednesday, May 4, 2022.

20. Questions about the RFP: Questions regarding the project or the Proposal process shall be directed in writing to the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email to LHPadmin@lighthousepoint.com or by fax 954-784-3446, no later than 2:00 p.m. (local time), on Monday, May 16, 2022. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP Bid may be grounds for elimination from the selection process.

21. 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.

SECTION 2. GENERAL INFORMATION

2.1. For the purposes of this Request for Proposal, the “Proposer” shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this Request for Proposal. The “Successful Proposer” means the qualified responsible and responsive Proposer and Contractor to whom the City makes an award. The term “City” means the City of Lighthouse Point, a municipal corporation of the State of Florida.

2.2. This Request for Proposal (RFP) provides guidelines for the submission of qualifications in response to the City’s solicitation for firms and individuals to provide milling and paving.

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

2.4. The City of Lighthouse Point anticipates entering into a contract for a specific project with the Proposer who submits the qualifications judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the proposer chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest. The Proposer understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

2.5. The City wants an experienced Contractor that takes extreme pride in their Work.

SECTION 3. SCOPE OF SERVICES

3.1. Successful Proposer will mill and pave approximately 64,000 square yards of existing asphalt streets in Lighthouse Point, Broward County, FL 33064, and make other related road improvements. The specifications shall be the latest edition of the Florida Department of Transportation (FDOT) Standard Specification for Road Construction and Drainage Improvements. It is the Proposers responsibility to obtain a copy of those specifications. Proposers must be FDOT certified to work in the public right-of-way. City in its sole discretion may elect do all or part of the Work and reduce the scope.

3.2. Proposer represents to City with full knowledge that City is relying upon these representations when entering into this Agreement, that CONTRACTOR has the professional expertise, experience, supplies,

equipment, vehicles, and manpower to perform the Work requested. Successful Proposer shall bear all costs associated with the Work, including but not limited to: mill one inch (1") of pavement and disposal of existing asphalt, applying tack coat, resurface with one inch (1") of SP-9.5 asphaltic concrete, truing and leveling, thermoplastic striping, placement of pavement reflector markings, and replacement of valve boxes and frame and covers as needed. Selected Proposer is responsible for maintenance of traffic (MOT). *See Milling and Resurfacing Exhibit with notes attached as Exhibit A.*

3.3. Successful Proposer shall be responsible for repairs or replacements of property damaged by the Successful Proposer during the performance of Work. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the CITY. Trees in the work area must be protected.

3.4. Upon mutual agreement by CITY and CONTRACTOR, additional work may be added to the scope of work services based upon the unit pricing set for in.

SECTION 4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

5.1 Nondiscrimination and Equal Opportunity Employment

5.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

5.1.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.1.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.1.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.1.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.2 Compliance with the Copeland "Anti-Kickback" Act

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

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

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

5.3 Compliance with the Contract Work Hours and Safety Standards Act

5.3.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

5.3.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

5.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5.4 Clean Air Act

5.4.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

5.5 Federal Water Pollution Control Act

5.5.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

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

5.6.0 Suspension and Debarment

5.6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.6.2 The CONTRACTOR must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.6.3 This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.6.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

For purposes of this section:

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

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

5.9 Maximum use of products containing recovered materials

5.9.1 In the performance of this contract, C O N T R A C T O R shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot

be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

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

5.10 No Obligation by Federal Government

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

5.11 Program Fraud and False or Fraudulent Statements or Related Acts

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

5.12 Davis-Bacon

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

5.13 Rights to Inventions Made Under Contract or Agreement.

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

5.14 Huawei Technologies Company or ZTE Corporation

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

Extend or renew a contract to procure or obtain; or

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

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

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

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

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

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

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

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

5.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

5.15.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SECTION 6. SELECTION PROCESS

A Selection Committee will evaluate all of the price proposal and references of Proposers, as contained in their submittals. Each Proposer should submit documents that provide evidence of capability to provide the services required for the Committee's review. The Selection Committee will review Proposals and select the most responsive and responsible lowest bidder. Award of the Agreement shall be made to the Proposer(s) who, in the sole discretion and determination of the City Commission, would best satisfy the City's needs.

| Selection Criteria | Points |
|--|------------|
| References and successful similar projects | 10 |
| Price | 90 |
| Maximum Points | 100 |

SECTION 7. PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications for the Proposer and for the individual principals to be assigned to complete the Work, including any certification for the tasks to be performed.
- C. Drug-Free Workplace Certification of Compliance.
- D. Non-Collusion Affidavit.
- E. Scrutinized Company Certification, pursuant to Florida State Statute 287.135.
- F. E-Verify Form, pursuant to Florida Statute 448.095.
- G. No Federal Appropriated Funds Requirement.
- H. Documentation from State of Florida Division of Corporations confirming the Proposer authorized to do business in the State of Florida.
- I. Additional information such as qualifications, references, technical information, and company information, etc.

ATTACHMENT A

Milling and Paving 2022 – RFP 2022-004

PROPOSAL FORM

Proposal of

(Company Name)

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

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

The undersigned, as Proposer, hereby declares that the Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

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

The Proposer proposes and agrees, if this Proposal is accepted, to provide the product no later than thirty (30) days of the award of the bid.

Proposer: _____

Address: _____

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

PROPOSAL FORM

**CITY OF LIGHTHOUSE POINT
MILLING and PAVING 2022**

RFP 2022-004

Notice To All Bidders

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. The unit prices include all mobilization and demobilization costs.

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
|--------------------------------------|----------------------------------|------------|-------------|-------------------|--------------|
| P1 | Mobilization: | 1 | L.S. | \$ | \$ |
| P2 | Maintenance of Traffic: | 1 | L.S. | \$ | \$ |
| P6-2 | Mill 1" existing pavement: | 64,000 | S.Y. | \$ | \$ |
| P7 | Leveling Pavement: | 0 | TON | \$ | \$ |
| P8 | Asphalt Paving: | 64,000 | S.Y. | \$ | \$ |
| P18 | Temporary Pavement Markings | 1 | L.S. | \$ | \$ |
| P19 | Thermoplastic Pavement Markings: | 1 | L.S. | \$ | \$ |
| Total Bid : | | | | | \$ |
| TOTAL BASE BID FOR ALL ITEMS: | | | | | |
| Dollars and | | | | Cents | \$ |

Unbalanced bids may be rejected at the sole option of The City. This is a Unit Price contract each item must represent the items full cost to provide the service as specified in these contract documents. The quantities bid are not representative of the entire project.

ATTACHMENT B

SUMMARY OF QUALIFICATIONS

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

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

| Project | Location | Date Completed | Contact Name/Phone # |
|---------|----------|----------------|----------------------|
|---------|----------|----------------|----------------------|

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

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

Page 10 of 10

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

Will this company need to rent additional equipment? _____

Will this company follow federal funding requirements identified in 2 CFR Chapter 2, Part 200 et al?

Is company FDOT certified to work in the public right of way? _____

Provide Written Description Qualifications of Company:

Contractor's License # _____ Expiration Date: _____

Attached Company Brochure or Fact Sheet (if available).

Insurance limits:

- A. Workmen's Compensation -
limit per accident \$ _____
- B. Comprehensive General Liability -
limit per occurrence \$ _____
- C. Business and Automotive liability-
limit per occurrence \$ _____
- D. Other: \$ _____

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

Is this company a subsidiary? _____

If yes, name of Parent company. _____

Names of principals or officers:

| | |
|------|-------|
| Name | Title |
|------|-------|

| | |
|------|-------|
| Name | Title |
|------|-------|

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

| | |
|------|-------|
| Name | Title |
|------|-------|

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

| | |
|------|-------|
| Name | Title |
|------|-------|

PROPOSER: _____

ADDRESS: _____

Phone Number: _____ Fax Number: _____

BY: _____

Signature

Printed Name, Title

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

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

(Name of Company)

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

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
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 , 2022.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT D

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)
COUNTY OF) SS

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 . 2022.

Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

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 Proposer of the City's determination concerning the false certification. The Proposer 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 Proposer does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

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

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer 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

ATTACHMENT F

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

| | |
|---------------|--------------------------------|
| Project Name: | <u>Milling and Paving 2022</u> |
| Project No.: | <u>RFP 2022-004</u> |

1. Definitions:

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

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

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

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

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

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

Should vendor become the 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.

2. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ on behalf of _____.

He/she is personally known to me or has produced as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

ATTACHMENT G

NO FEDERAL APPROPRIATED FUNDS REQUIREMENT

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

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

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

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

Signature of Contractors Authorized Official

AGREEMENT

Milling and Paving 2022

THIS IS AN AGREEMENT, dated the _____ day of _____, 2022, between:

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

_____, a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, RFP No. 2022-04, "Milling and Paving 2022" was advertised on April 24, 2022, and advised that sealed proposals would be received at the City Clerk's Office until May 25, 2022, at 2:00 p.m.; and,

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

WHEREAS, CONTRACTOR has been determined to be the most responsible and responsive lowest Proposer for the Work; and,

WHEREAS, the CITY Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Milling and Paving 2022"; and,

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

WHEREAS, CITY and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Milling and Paving 2022" (hereafter referred to as the "Work" or "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 - John D. Lavisky, 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. The City Engineer will provide technical assistance.

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

2.3 Contract Time – The time frame for the Work identified in each Notice to Proceed.

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.

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

2.7 Contract Price – Work price agreed to by the CITY and CONTRACTOR

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

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 price.

2.12 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the number of days will commence to run to perform the Work.

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

2.14 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.

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

2.16 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.

2.17 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. Work has the same meaning as Project.

2.18 Work Directive - A written directive to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by the CITY Administrator or his designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the initial price; however, it can add additional pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the CITY.

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

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

3.0 CONTRACT DOCUMENTS

3.1 The Contract Documents, incorporated herewith, comprise the entire Agreement between CITY and CONTRACTOR and consists of elements, to be completed by the parties through this Agreement, including Exhibit A, Lake Placid Milling and Resurfacing Exhibit; Exhibit B, CONTRACTOR'S proposal to this Agreement; Notice to Proceed; Certificate(s) of Insurance; Bid Bond, and Performance and Payment Bond; and any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP 2022-004, "Milling and Paving 2022", is incorporated in its entirety into this Agreement.

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

3.3 This Agreement and the Contract Documents listed in Paragraphs 3.1 and 3.2 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 SERVICES

4.1 CONTRACTOR will mill and pave approximately 64,000 square yards of existing asphalt streets in Lighthouse Point, Broward County, FL 33064, and make other related road improvements. The specifications shall be the latest edition of the Florida Department of Transportation (FDOT) Standard Specification for Road Construction and Drainage Improvements. It is the CONTRACTOR's responsibility to obtain a copy of those specifications. CONTRACTOR must be FDOT certified to work in the public right-of-way. CITY in its sole discretion may elect do all or part of the Work and reduce the scope.

4.2 CONTRACTOR represents it has the professional expertise, experience, supplies, equipment, vehicles, and manpower to perform the Work requested. CONTRACTOR shall bear all costs associated with the Work, including but not limited to: mill one inch (1") of pavement and disposal of existing asphalt, applying tack coat, resurface with one inch (1") of SP-9.5 asphaltic concrete, truing and leveling, thermoplastic striping, placement of pavement reflector markings, and replacement of valve boxes and frame and covers as needed. CONTRACTOR shall be responsible for maintenance of traffic (MOT). *See Milling and Resurfacing Exhibit with notes attached as Exhibit A.*

4.3 CONTRACTOR shall be responsible for repairs or replacements of property damaged by the CONTRACTOR during the performance of Work. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the CITY. Trees in the work area must be protected.

4.4 At all times during the performance of this Agreement, CONTRACTOR shall protect the CITY'S property and private properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, lights, waterways, etc., on account of the work being carried on pursuant to this Agreement. CONTRACTOR will protect from damage all property along the line of work or which is in the vicinity or is in any way affected by the work. CONTRACTOR is prohibited from entering private driveways with vehicles and equipment.

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

4.6 CONTRACTOR is responsible for repairs or replacements of property damaged by the CONTRACTOR during the performance of work. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the CITY and the property owner. CONTRACTOR shall immediately contact the CITY of any damaged property during Project time.

4.7 Upon mutual agreement by CITY and CONTRACTOR, additional work may be added to the scope of work services based upon the unit pricing set for in.

4.8 CONTRACTOR and CITY will meet prior to the commencement of Work for planning purposes.

4.9 CONTRACTOR is responsible for all scheduling and coordination of the Work and will be responsible for the successful and timely completion of the Work.

4.10 CONTRACTOR will coordinate all inspections and tests as applicable.

4.11 CONTRACTOR will present an overall construction schedule.

4.12 Coordinate site management, including but not limited to:

- a. Regular job site meetings.
- b. Maintaining and updating schedules.
- c. Overseeing quality assurances.
- d. Ensuring compliance with industry quality and safety requirements.
- e. Remove construction debris on a timely basis.
- f. Maintenance of Traffic (MOT). Approved by the CITY's Police Chief, Fire Chief, and Public Works Director.
- g. Work may be performed between 8:00 a.m. and 5:00 p.m. Monday thru Friday, with no work occurring on holidays.

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

5.0 CONTRACT PERIOD

5.1 The effective date of the Agreement will begin when executed by both parties. The initial term of the Agreement will be effective for one year. CITY and CONTRACTOR can amend the Agreement for additional terms upon mutual agreement between the parties.

5.2 Each Notice to Proceed issued by CITY shall include the number of days the CONTRACTOR has to complete that portion of the Work. 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 included liquidated damages as identified in Section 18.0.

5.3 The Work time may be extended by the CITY Administrator in an amount equal to the time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not limited to, fires, floods, labor union disputes, epidemics, civil unrest, severe weather conditions, and acts of God.

6.0 CONTRACT PRICE

The CITY hereby agrees to pay CONTRACTOR an amount based on unit pricing in the CONTRACTOR'S proposal found in Exhibit B for the faithful performance of this Agreement. Mobilization, engineering, construction, reduction in productivity, utilization, restoration of Work areas, and maintenance of traffic are included in the contract price. CONTRACTOR will only be paid for the Work performed.

7.0 CONTRACTOR'S RESPONSIBILITIES

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

7.1 CONTRACTOR shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

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

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

7.4 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR is responsible for maintenance of traffic (MOT). MOT must be coordinated with the Fire and Police Departments and Public Works. Residents must have access to driveways.

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

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

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

7.8 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, suppliers and other persons directly or indirectly employed by 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.

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

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

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

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

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

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

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

8.0 DEFECTIVE WORK

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

8.2 If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by CITY, correct Work and replace it with non-defective Work.

CONTRACTOR shall bear all direct costs of such correction (including but not limited to fees and charges of engineers and other professionals) made necessary thereby.

9.0 CITY ADMINISTRATOR'S OR HIS DESIGNEE'S RESPONSIBILITIES

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

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 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

10.1 Upon execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverages and specifically providing that the CITY an additional named insured or additional insured with respect to the required coverage and operations of CONTRACTOR under the contract. The Certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. CONTRACTOR shall not commence Work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance

detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension hereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

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

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

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

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

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

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

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate Comprehensive General Liability coverage. CITY shall be named as an additional insured.

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

10.3.4.1 Premises and Operations;

10.3.4.2 Independent Contractors;

10.3.4.3 Product and Completed Operations Liability;

10.3.4.4 Broad Form Property Damage;

10.3.4.5 Broad Form Contractual Coverage applicable to Contract;

10.3.4.6 Personal Injury Coverage;

10.3.4.7 Explosion, collapse, underground coverage (XC-U)

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

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

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

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

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

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

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

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

11.0 WARRANTY

11.1 CONTRACTOR warrants that all services will be performed in a workmanlike manner. CONTRACTOR will provide a one-year warranty from the date of final acceptance by the CITY on all labor, workmanship, and materials.

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

11.3 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.

11.4 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.

11.5 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.

12.0 CHANGES IN THE WORK

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

13.0 CONTRACTOR'S INDEMNIFICATION

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

13.2 Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

14.0 PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

14.1 CONTRACTOR may requisition payments for Work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the Work components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all Subcontractors and suppliers their pro-rata shares of the payment out of previous payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and material men 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. 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. Payments will be made by check and will be delivered to CONTRACTOR.

14.2 If, on the basis of CITY Administrator's, or his designee's, observation of the Work during the performance of milling and paving, 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 process the request for payment. Otherwise, CITY Administrator, or his designee, will return the payment requisition to CONTRACTOR, indicating in writing the reasons for refusing to recommend payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the payment requisition. Twenty (20) calendar days after presentation to CITY of the payment requisition and accompanying documentation, in appropriate form and substance, the amount recommended by CITY Administrator, or his designee, will become due and will be paid by CITY to CONTRACTOR.

14.3 At the termination of the Agreement, 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:

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

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

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

14.3.4 Terms of special warranties required by the Contract Documents.

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

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

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

14.5.1 Defective Work not remedied.

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

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

14.5.4 Damage to another contractor not remedied.

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

14.6 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.

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

14.8 CONTRACTOR shall use AIA forms for payment submittals. A retainage of 10% will be held on each payment. CONTRACTOR must provide documents related to the quantities used with payment requests.

14.9 Final payment will be paid and all retainage paid after the completed Work is accepted by the CITY and affidavits of payment have been submitted from all subcontractors.

15.0 CITY'S TERMINATION OF THE CONTRACT OR DEFAULT

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

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

15.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

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

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

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

15.1.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

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

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

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

15.3 In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CITY may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed seven (7) calendar days unless otherwise agreed to by the parties. Should CONTRACTOR fail to timely cure the default, the CITY may terminate the Agreement. In such event, CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served, and shall return records pursuant to the terms of Section 15.5.

15.4 Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Agreement 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 Agreement, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.5 Upon termination of this Agreement by either party, CONTRACTOR shall, within ten (10) days, or any extensions thereto as may be mutually agreed to by the parties, deliver or otherwise make available to CITY all documents, materials, files and electronic digital media, including, but not limited to, reports, drawings, plans, specifications, and other data and documents, that have been obtained, prepared or produced by CONTRACTOR in performing services under this Agreement, regardless of whether the work on such documents and materials has been completed or is in progress.

16.0 NOTICE, COMPUTATION OF TIME

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

For CITY: John D. Lavisky, City Administrator
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.

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

17.0 RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS

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

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

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

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

18.0 LIQUIDATED DAMAGES

Upon failure of CONTRACTOR to complete the Work within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to CITY the sum of \$250.00 for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. CITY shall have the right to deduct from and

retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full.

19.0 PERFORMANCE BOND AND PAYMENT BOND

CONTRACTOR shall execute and furnish to CITY a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the contract. The Performance Bond shall be conditioned that the CONTRACTOR perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply 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.

20.0 GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

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

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

21.0 PUBLIC RECORDS

CONTRACTOR shall keep and maintain public records required by the CITY to perform the Project. Upon request from the CITY, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The CONTRACTOR 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 CONTRACTOR does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Project, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Project, the CONTRACTOR shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'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**

22.0 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.

23.0 E-VERIFY

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

- 1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

- a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Lighthouse Point. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Lighthouse Point; and
- c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

24.0 AMERICAN RESCUE PLAN ACT FUNDING (Federal Funding)

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

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

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

24.1 Nondiscrimination and Equal Opportunity Employment

24.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

24.1.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24.1.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

24.1.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books ,records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

24.1.6 In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

24.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

24.2 Compliance with the Copeland "Anti-Kickback" Act

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

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

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

24.3 Compliance with the Contract Work Hours and Safety Standards Act

24.3.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

24.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

24.3.3 Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

24.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.4 Clean Air Act

24.4.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

24.5 Federal Water Pollution Control Act

24.5.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

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

24.6 Suspension and Debarment

24.6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

24.6.2 The CONTRACTOR must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

24.6.3 This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

24.6.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

For purposes of this section:

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

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

24.9 Maximum use of products containing recovered materials

24.9.1 In the performance of this contract, C O N T R A C T O R 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.

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

24.10 No Obligation by Federal Government

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

24.11 Program Fraud and False or Fraudulent Statements or Related Acts

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

24.12 Davis-Bacon

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

24.13 Rights to Inventions Made Under Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must

comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

24.14 Huawei Technologies Company or ZTE Corporation

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

Extend or renew a contract to procure or obtain; or

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

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

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

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

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

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

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

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

24.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

24.15.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

ATTEST:

CITY OF LIGHTHOUSE POINT, FLORIDA

BY: _____
Kathryn Sims, City Clerk

BY: _____
Kyle Van Buskirk, Mayor

APPROVED AS TO FORM:

City Attorney

NAME OF CORPORATION

WITNESS:

Signature of Corporate President

Signature of Witness

Printed Name of Corporate President

Printed Name of Witness

Signature of Corporate Secretary

(Corporate Seal)

Printed Name of Corporate Secre

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by

____ in their capacity as Corporate President of _____.

NOTARY PUBLIC

Notary Seal

Signature of Notary



LAKE PLACID MILLING & RE-SURFACING EXHIBIT



WINNINGHAM & FRADLEY, INC.



ENGINEERS
PLANNERS
SURVEYORS

111 N.E. 44th STREET
OAKLAND PARK, FL 33334
954.771.7440 fax 954.771.0298
WEB: WWW.WINNFRAD.COM
EB 0002995 LB 0002995