



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

---

UNDERGROUND UTILITY LOCATE SERVICES

---

REQUEST FOR PROPOSALS  
NO. 2024-16

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2024-16

---

UNDERGROUND UTILITY LOCATE SERVICES

---

INDEX

---

PROPOSAL DOCUMENTS:

SECTION 1 NOTICE TO PROPOSERS

SECTION 2 GENERAL INSTRUCTIONS TO PROPOSERS

SECTION 3 EVALUATION OF THE PROPOSAL

SECTION 4 PROPOSAL SECURITY

SECTION 5 PROPOSAL FORMS

AGREEMENT DOCUMENTS:

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

## SECTION 1

### NOTICE TO PROPOSERS

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

#### UNDERGROUND UTILITY LOCATE SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2024-16

The CITY is requesting proposals from qualified and experienced firms to provide underground utilities locate services under a continuing services contract ("CONTRACTOR").

PROPOSERS shall provide all labor, supervision, equipment, supplies, tools, materials, operator training, safety measures and all other necessary incidentals required to manage and respond to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities including but not limited to wastewater facilities, water facilities, irrigation main lines, electrical street light wiring, and fiber optic cable in the requested area. PROPOSERS should also be capable of accessing and reading GIS online utility maps along with digital and hard copy as-built drawings and make arrangements with ticket submitters to respond to the tickets.

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

#### PROPOSER QUALIFICATION

PROPOSERS shall have a minimum of five (5) years' experience in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all applicable Local, State, and Federal licenses.

#### MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **January 7, 2025 at 11:00 a.m.** local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Proposal: RFP No. 2024-16 Underground Utility Locate Services
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m743cc4f73c11798690c71677ca77ad06">https://westonfl.webex.com/westonfl/j.php?MTID=m743cc4f73c11798690c71677ca77ad06</a>
	You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Tuesday, January 7, 2025 at 11:00 a.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2318 017 5283
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll
	2318 017 5283

#### PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on January 21, 2025 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening: RFP No. 2024-16 Underground Utility Locate Services
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m8cbc6ae92d2743d67dd877d97c662ad8">https://westonfl.webex.com/westonfl/j.php?MTID=m8cbc6ae92d2743d67dd877d97c662ad8</a>
	You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Tuesday, January 21, 2025 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2300 314 8544
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll
	2300 314 8544

## AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy RFP No. 2024-16, Underground Utility Locate Services by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

## PROPOSAL SECURITY

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

## QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso** at [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org), with "RFP No. 2024-16, Underground Utility Locate Services" in the subject line, at least five business days prior to submittal deadline.

## CONE OF SILENCE

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

Margaret Brown, Mayor;  
Henry Mead, Vice Mayor;  
Mary Molina-Macfie, Commissioner;  
Byron L. Jaffe, Commissioner; and  
Fabio A. Andrade, Commissioner

Kara Petty, Director of Parks and Recreation, Selection Committee Member;  
Cindy Tao, Director of Accounting, Selection Committee Member;  
Jerrylee Camacho, IT Manager, Selection Committee Member;  
Bryan Cahen, Director of Budget, Alternate Selection Committee Member; and

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

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

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

## RIGHTS RESERVED

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

2. The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso  
Director of Procurement  
City of Weston

Published: December 18, 2024

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 2

### GENERAL INSTRUCTIONS TO PROPOSERS

#### 2.1 Proposal Submittal Deadline

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

#### 2.2 Intent

The CITY is requesting proposals from qualified and experienced firms to provide underground utilities locate services under a continuing services contract (“CONTRACTOR”).

PROPOSERS shall provide all labor, supervision, equipment, supplies, tools, materials, operator training, safety measures and all other necessary incidentals required to manage and respond to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities including but not limited to wastewater facilities, water facilities, irrigation main lines, electrical street light wiring, and fiber optic cables in the requested area. PROPOSERS should also be capable of accessing and reading GIS online utility maps along with digital and hard copy as-built drawings and make arrangements with ticket submitters to respond to the tickets.

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

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

#### 2.3 RFP Documents

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

## 2.4 Mandatory Virtual Pre-Proposal Conference

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

## 2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound complete set of original documents, which shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

## 2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the submitting "**RFP No. 2024-16, Underground Utility Locate Services**". PROPOSER's name, address, telephone number and a specific contact person should be included on the outside of the box.

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

## 2.7 Signatures

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

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

## 2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
  - Proposal Form 1: PROPOSER 's Statement of Organization
  - Proposal Form 2: Personnel
  - Proposal Form 2A: CONTRACTOR's Equipment List
  - Proposal Form 3: References
  - Proposal Form 4: Non-Collusion Affidavit
  - Proposal Form 5: Drug-Free Workplace
  - Proposal Form 6: Independence Affidavit
  - Proposal Form 7: Acknowledgment of Addenda
  - Proposal Form 8: Proposal Security
  - Proposal Form 9: Scrutinized Companies
  - Proposal Form 10: E-Verify Affidavit
  - Proposal Form 11: Public Entity Crimes
  - Proposal Form 12: Certification to Accuracy of Proposal
  - Proposal Form 13: Noncoercive Affidavit
  - Exhibit B: Fee Schedule
  - Exhibit C: CONTRACTOR's Subcontractors List
  - Exhibit D: Transition Plan (**Not Applicable**)
  - Statement of Financial Stability

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

## 2.9 Submittal, Receipt and Opening of Proposals

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

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

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

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

## 2.11 Proposal Guarantee

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

## 2.12 Multiple Proposals Prohibited

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

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

#### 2.13 Additional Terms and Conditions

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

#### 2.14 Interpretations and Inquiries

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

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

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

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

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

## 2.16 The CITY's Exclusive Rights

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

## 2.17 Public Records

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

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

## 2.18 Public Entities Crime

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

## 2.19 Insurance Requirement

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

## 2.20 Protest Procedures

- A. **Standing:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.
- C. **Content and filing:** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check and shall be in the amount specified in the sealed competitive method documents.
- E. **Protest Committee:** The protest committee shall review all protests. The City Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall

terminate upon the award of the contract, or such other time as determined by the City Commission.

- F. Stay of Award: In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. Appeals to City Commission: Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- H. Failure to file protest. Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

#### 2.21 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
  - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
  - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
  - 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
  - 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject

all proposals, or the taking of other action that ends this RFP solicitation.

5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

## 2.22 Scrutinized Companies

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

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

## 2.23 E-Verify Affidavit

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

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

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

## 2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of

China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

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

2.26 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit (Form 12), attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 3

### EVALUATION OF THE PROPOSAL

#### 3.1 Selection Committee

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

#### 3.2 Qualification Evaluation

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

#### 3.3 Responsiveness

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

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

### 3.4 Responsibility

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

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

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

OR

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

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

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

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

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

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

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

### 3.5 Evaluation Process

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

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

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
  - 1. PROPOSER's financial ability to perform the services described in the Agreement.
  - 2. Qualifications of the proposer's professional and technical personnel utilized to perform the services pursuant to this RFP and Agreement.
  - 3. PROPOSER's experience and performance in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software.
  - 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

### 3.6 Award

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. PROPOSER's financial ability to perform the services described in the Agreement.				
B. Qualifications of the PROPOSER's professional and technical personnel utilized to perform the services pursuant to this RFP and Agreement				
C. PROPOSER's experience and performance in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software.				
D. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4  
PROPOSAL SECURITY

4.1 Proposal Security

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5  
PROPOSAL FORMS

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

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

Name

Title

---

---

---

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

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

Name

Address

Title

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

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

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

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

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

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

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

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

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

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

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

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

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

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

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 2

PERSONNEL

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

---

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

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

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

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

FORM 3

REFERENCES

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

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

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

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

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

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

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

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

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

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

	Approximate Completion (Month/Year)
--	--

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

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

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

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

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

FORM 4

NON-COLLUSION AFFIDAVIT

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 5

DRUG-FREE WORKPLACE

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

(Name of PROPOSER)

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 6

INDEPENDENCE AFFIDAVIT

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

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

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

FORM 8  
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9

SCRUTINIZED COMPANIES

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

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

---

Signature (Blue Ink Only)

---

Date

---

Print Name

---

Title

FORM 10

E-VERIFY AFFIDAVIT

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 11

PUBLIC ENTITY CRIMES

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

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

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

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

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

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

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

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

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

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

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

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

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

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. \_\_\_\_\_ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
1. \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
2. \_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



FORM 13  
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: \_\_\_\_\_ (“Vendor”)  
Vendor FEIN: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_.  
*(Name of person acknowledging)* *(Title)*

for \_\_\_\_\_.  
*(Company Name)*

\_\_\_\_\_  
(NOTARY SEAL)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of identification Produced \_\_\_\_\_

## AGREEMENT DOCUMENTS

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

---

UNDERGROUND UTILITY LOCATE SERVICES

---

RFP No. 2024-16

CITY OF WESTON, FLORIDA

RFP NO. 2024-16

---

UNDERGROUND UTILITY LOCATE SERVICES

---

INDEX

---

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

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

AND

---

FOR  
UNDERGROUND UTILITY LOCATE SERVICES  
RFP NO. 2024-16

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and \_\_\_\_\_ ("CONTRACTOR") for Underground Utility Locate Services. References in this Agreement to "City Manager" shall be meant to include his designee.

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

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

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

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 1

### TERM AND TERMINATION

#### 1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until May 30, 2028, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

#### 1.2 Termination

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

no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 2

### SCOPE OF WORK

#### 2.1 Intent

The scope of work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, operator training, safety measures and all other necessary incidentals required to manage and respond to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities including but not limited to wastewater facilities, water facilities, irrigation main lines, electrical street light wiring, and fiber optic cables in the requested area. CONTRACTOR shall be capable of accessing and reading GIS online utility maps along with digital and hard copy as-built drawings and make arrangements with ticket submitters to respond to the tickets.

#### 2.2 Level of Service

- A. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.
- B. The CONTRACTOR shall be responsible for all aspects of the work.

#### 2.3 Locations

Tickets received from Sunshine State One Call can be called in for any project which may intersect the boundary of the CITY, potentially impacting the utilities. These utilities include Water, Sewer, Drainage (Stormwater infrastructure), Irrigation, Electrical, and Fiber Optic.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 3

### STANDARDS OF WORK

#### 3.1 Project Intent

CONTRACTOR shall provide a service of managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities in the requested area.

#### 3.2 Duties and Responsibilities of CONTRACTOR:

- A. Provide sufficient qualified staff, office, and field equipment (computer communications equipment) compatible with and capable of interacting with the One Call Ticket Management System and Software
- B. Use City-provided digital prints and GIS maps; may use hard copy prints when GIS and digital prints are unavailable
- C. Field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and/or dispatch from the CITY. The Field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information where and when possible for the purpose of conducting facility locations.
- D. The CONTRACTOR will store and safeguard all CITY provided location maps or records made available for locating purposes in a clean, dry area in their facility. The CITY shall provide the CONTRACTOR, if available or applicable, with a computerize GIS application containing a database to the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the CITY. The CONTRACTOR understands that the maps furnished by the CITY shall be approximate general locations of the CITY's buried facilities and that the accuracy is not guaranteed. In areas where the CITY's maps / GIS do not show underground systems and underground systems do exist, the CONTRACTOR / locator will not be held responsible. Where the CITY's maps do show underground systems, the CONTRACTOR will be responsible for locates as described in this contract. The CONTRACTOR must use its equipment, knowledge and experience to locate all facilities on the ground at the locate site.
- E. The CONTRACTOR will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The CONTRACTOR agrees to the records retention period also set forth in this contract.

- F. The CONTRACTOR will be responsible for making arrangements with all excavators for locate requests. As per Florida Statute 556.105, all locate requests shall be processed within two (2) business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meetings are required only when the extent and location of an excavation is undeterminable from written or verbal communications or when requested by the contract administrator.
- G. Request to locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, centerline of the street or right of way line inclusive of both sides of the street and shall include any intersection and up to 50 feet in either direction of the intersection. When a request to locate is determined to be in excess of the 500 linear foot limit, at the locating CONTRACTOR's discretion, the excavation site CONTRACTOR will be contacted in order for a new Sunshine State One Call ticket to be generated. Tickets will be billed in increments of 500 linear feet. If multiple Standard Locate tickets are called in the same area or street on the same day and are within 500 linear feet of each other, the CONTRACTOR will respond to the tickets and mark all facilities in a single field visit. The first ticket response will be billed at full price, while the rest of the tickets within 500 linear feet will incur a lesser cost since all tickets only require a single field visit.
- H. Each locate request shall require a field visit to the Excavation site by the CONTRACTOR, and a visual examination must be made to determine if the conflict exists between the CITY's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.
- I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight-hour work day or during weekends and holidays; when conditions exists and cannot wait until the next normal work day. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request.
- J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the CONTRACTOR has visited the site, if excavation is white-lined pursuant to statute.
- K. The CONTRACTOR will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the CITY a written report of said investigation within seven (7) calendar days following the actual damage notification. The CONTRACTOR will maintain a copy of such written reports for period of three (3) years. Upon the request, the CONTRACTOR will give testimonial support in cases deemed necessary by the CITY.
- L. The CONTRACTOR must use equipment and technology current at the time of award and every means necessary to locate and mark the CITY's underground systems. All locating equipment or devices being used by the CONTRACTOR are subject to the CITY's approval prior to or during the execution of this contract.

- M. The CONTRACTOR shall promptly notify the CITY in writing, of any discrepancies or omissions in any of the CITY's records, or other information provided to the CONTRACTOR by the CITY.
- N. CONTRACTOR's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the locating and marking task. They shall represent the CONTRACTOR in a courteous and professional manner at all times. The CONTRACTOR agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the CITY, in accordance with recommendations made by the Contract Administrator.
- O. If for any reason, except for incorrect Facility location information, the excavating CONTRACTOR damages CITY's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating CONTRACTOR, the locating CONTRACTOR shall be responsible for cost of repairs. In the event that neither the excavating CONTRACTOR or the locating CONTRACTOR accept responsibility for such damage, the CITY shall make or cause to be made the required repairs and submit a bill of all related costs to the CONTRACTOR the CITY determines to be responsible.
- P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four inches plus one half the diameter of the underground facility.
- Q. Receive and record locate requests from Sunshine State One Call during business days and during the office hours of the CITY (8:00 a.m. through 5:00 p.m. on business days.)
- R. All locates will require the taking of digital photos to record the site conditions and placement of the surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequential serial numbering. A minimum of three (3) photos per ticket is required.
- S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the CITY. Prior to the CONTRACTORs commencements of the additional services, the CITY must specifically approve such additional services and the costs charged will be negotiated as needed.

- T. The CONTRACTOR shall have the capability of performing GPS coordinates with their own staff. The GPS coordinates are to be in State Plane Coordinate System (NAD 1983 2011 Update) and the readings are to have an accuracy rate for the utilities in the sub-meter accuracy range. For a vacuum excavation, a single GPS locate for each underground utility shall be performed. When excavation, traverse an area up to 500 foot limit a set of two GPS points shall be performed establishing a straight line. In no instance shall locating CONTRACTOR be required to perform more than six (6) GPS locates per request to locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year, it shall be required by the CONTRACTOR, to provide a data CD-ROM of any GPS coordinate taken on CITY facilities.
- U. For every Sunshine One Call Ticket received – One Standard Locate Fee shall be charged for every 500 foot increment, or portion thereof, located in conjunction with the request – irrespective of quantity of types of CITY owned underground infrastructure identified.

### 3.3 Record Keeping, Reporting, and Invoicing:

1. The CONTRACTOR shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. CONTRACTOR must provide the CITY with access to the ticket management system for the purpose of evaluating CONTRACTOR performance.
2. The CONTRACTOR agrees to maintain records to support all work performed and all items billed to the CITY and shall retain all such records for a period of three (3) years.
3. The CONTRACTOR must retain all digital files or other written messages for locate requests for three (3) years. Any verbal requests for locates or other items of work not followed by a teletype message will be recorded and retained also.
4. The CITY may request from the CONTRACTOR, at no additional cost, documentation on all or randomly selected locate request received for each billing period.
5. The CONTRACTOR shall prepare a written report of all investigations of incidents or damages concerning accuracy of the locate or locates including names, measurements, addresses, methods, pictures, or other pertinent information in relation to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after the reported marking error.
6. Ordinarily emergency locate requests shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the CITY.
7. Invoicing by the CONTRACTOR shall be performed on a monthly basis and will include the following:
  - a) The Purchase Order Number
  - b) The period during which the services were performed (the Billing Period)
  - c) The total number of Locate Requests received
  - d) A detailed line analysis displaying the Unit Description—from the Bid Items—quantity of services performed, unit cost, and total line cost

8. The monthly report to accompany and support the invoice will include an itemized tabulation which shows the following information with respect to each locate request the CONTRACTOR received, in both PDF and EXCEL formats, including at a minimum the following:
  - a) Ticket Number
  - b) Locate Date
  - c) Type of Request
  - d) Disposition of Request
  - e) Equipment Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation
9. In the event of a locate assignment which is not completed, the CITY shall not pay for the relocate.

#### 3.4 Traffic Control:

The CONTRACTOR shall obey all traffic laws and comply with all the requirements, rules and regulation of the Florida State Department of Transportation, the County, and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., as necessary for the protection of traffic on public roadways.

#### 3.5 Damage to Public Or Private Property:

Any damage to any public or private property caused by the CONTRACTOR as a result of any activity included in this document will be repaired to the CITY's complete satisfaction at no additional cost to the CITY, including downstream and upstream line segments, pumping stations, roads, etc. All costs incurred by the CITY, including that of labor and material will be recovered from the CONTRACTOR.

#### 3.6 Item Descriptions:

##### A. Standard Locate:

1. Receive SSOCOF Request to Locate Ticket, travel to requested site and perform facility locate utilizing standard RF electromagnetic instrument (such as MetroTech, Radio Detection, Pipehorn) to ascertain the horizontal position of the CITY's buried facilities. The subject facilities must be toneable (conductive or able to carry a tone frequency via a conductive element).
2. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of CITY facilities within 24 inches from the outside diameter of the facility in accordance with FS 556.
3. Complete online ticket response utilizing proper response codes in accordance with FS 556.
4. Standard Locate consists of all CITY facilities with a 500 linear foot area, irrespective of width or number of facilities. CONTRACTOR will be paid one Standard Locate Unit Fee for every 500 linear foot increment, or portion thereof, located in accordance with the SSOCOF Request to Locate Ticket.

5. If multiple Standard Locate tickets are called in the same area or street on the same day and are within 500 linear feet of each other, the CONTRACTOR will respond to the tickets and mark all facilities in a single field visit. The first ticket response will be billed at full price, while the rest of the tickets within 500 linear feet will incur a lesser cost since all tickets only require a single field visit.

B. Standard Locates Need to be Met by One or More of the Following Conditions:

1. Facility made of conductive material.
2. Facility is nonconductive material but includes a toneable tracer wire.
3. Accurate facility system information is available and sufficient superficial facility component are present, to produce and locate with an acceptable degree of confidence.
4. Most of the locates are standard and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components to include but not limited to:
  - a) Force mains
  - b) Sanitary sewers
  - c) Potable water pipe
  - d) Hydrants
  - e) Valves and manholes

C. Reasonable Accuracy: Locating the approximate horizontal location of an Underground Facility to the specifications required by applicable laws.

D. Locate with Ground Penetrating Radar (GPR):

1. GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases, factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
2. Upon determination that a CITY's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire) GPR shall be used to accurately locate and mark the facility. Facilities consisting of plastic, PVC, HDPE, clay, wood, transite, ACP, PE, Orangeburg, Corrugated Paper, fiber optic or concrete, are non- conductive. Such facilities are therefore non-toneable and invisible to standard RF electromagnetic instruments. GPR will be used to locate these facility types.
3. Using appropriate color marking paint or temporary flags (in accordance with

APWA/ULCC/FS 556), mark horizontal position of CITY facilities within 24 inches from the outside diameter of the facility in accordance with FS 556.

4. Locate with GPR consists of all CITY facilities within the SSOCOF Request to Locate Ticket. One unit quantity of GPR Locate will be paid for use of the GPR system in conjunction with a Standard Locate.

E. Locate with Vacuum Excavation:

1. When Standard Locates techniques and GPR fails, the alternative is to locate the underground facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.
2. Upon determination that a CITY's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire) or is toneable but does not return a readable signal and Ground Penetrating Radar has proven ineffective in locating the subject facility or facilities, Vacuum Excavation shall be used to accurately locate and mark the facility.
3. Coordinate with utility agency/owners as required by FS 556.
4. Identify all utility owners in the assigned area.
5. Neatly cut and remove existing paving. Cut area not to exceed 225 square inches.
6. Excavate using a method enabling vertical as well as horizontal exploration through this cut
  - i. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.
  - ii. Be responsible for any damage to the utility during excavation of same. Provide a visual survey marker. This marker shall be placed directly over (plumb to) the centerline or edge of the utility as appropriate. The marker shall represent the true horizontal location of the utility. The CONTRACTOR shall be liable for the actual cover from the utility to the survey marker. The CONTRACTOR shall also be responsible for recording the location of the survey marker (utility) as appropriate and recording that information on the test hole report.
  - iii. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.
  - iv. Provide all traffic control, labor and equipment.
  - v. Collect GPS Coordinate location of test hole in accordance with bid item 5.

- vi. Vacuum Locate consists of locating the CITY's facility or facilities within a specified area. One-unit quantity for Vacuum Excavation will be paid for each test hole location performed.
- vii. For each test hole location performed, the contract shall record the GPS coordinates in State Plane Coordinates (NAD 1983 2011 Update) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).

F. Marking:

1. The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association (APWA) Uniform Color Code and the safety colors in the American National Standards Institute Standard Z53.1

G. Placement of Electronic Markers:

1. When the CITY desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.
2. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X or approved equal. The CONTRACTOR will furnish and provide the passive electronic markers.
3. The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.
4. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The CONTRACTOR will be paid one unit quantity for each marker placed.

H. Taking and recording GPS Coordinates:

1. In order to improve the quality of recorded subsurface utility data and when the CITY desires to ensure future locate ability of the CITY's facilities, the taking of GPS coordinates shall be utilized.
2. The CONTRACTOR will collect one GPS Coordinate, in State Plane format (NAD 1983 2011 Update), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation.
3. GPS Coordinates shall be in the sub-meter accuracy range.
4. GPS coordinates may be taken, at the CITY's direction, on or over facilities located by means of GPR, in order to improve the quality and reliability of utility maps and/or GIS Systems.
5. The CONTRACTOR shall obtain GPS coordinates in accordance with this

specification, by placing the device directly over the located facility and requesting a reading. The GPS equipment utilized shall be capable of recording coordinates in State Plane (NAD 1983 2011 Update) format, and with accuracies equal to, or better than 1 meter.

6. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The CONTRACTOR will be paid one unit quantity for each GPS Coordinate taken and recorded. The CONTRACTOR will be required to deliver GPS coordinates to the CITY in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the CITY.

I. Emergency Standard Locate:

1. Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00 AM until 5:00 PM.
2. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
3. The CONTRACTOR shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
4. The CONTRACTOR shall perform Standard Locates on CITY facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.
5. Emergency Standard Locate consists of all CITY facilities within a 500 linear feet area, irrespective of width or number of facilities. CONTRACTOR will be paid one Emergency Standard Locate Unit Fee for every 500 LINEAR FOOT increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.

J. Electronic Ticket Management:

1. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the CONTRACTOR shall utilize an Electronic Ticket Management System.
2. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the CITY's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
3. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.

4. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.
5. The system shall be capable of remote access by the CITY, for screening, review and searching of tickets received within the CITY's service area.
6. The system shall be capable of providing, at least once per calendar year, a CD-ROM containing all Request to Locate tickets, responses and dispositions for each ticket received within the CITY's service area. The CD-ROM will be provided to the CITY by the end of the first quarter of each calendar year.
7. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the CITYs SSOCOF Member Service Code. The CITY shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch and handling.
8. The CITY shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the CITY's Member Service Code. The report shall contain each individual ticket number as well as the date and time received, and the disposition code associated with each ticket. The CITY shall receive two copies of said report with each application for payment. This report shall be delivered electronically to the CITY in both PDF and EXCEL formats.

K. Screened and Cleared Tickets:

1. Since the SSOCOF is an imperfect system, the CITY may receive Request to Locate tickets that are technically outside the CITY's Member Service Area, or outside the CITY's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.
2. And, since all tickets received by the City Manager or his designate are required to receive a response, there shall be a means by which the CONTRACTOR can screen, review and respond to such requests.
3. Request to Locate tickets received by the CONTRACTOR and determined to be outside the CITY's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.
4. Such a response by the CONTRACTOR is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
5. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

L. Three-Dimensional Radar Services (GPiR) General Notes:

1. GPiR is generally used for purposes of design and does not provide a real-time output. GPiR data must be processed into 3D imagery using sophisticated software and computer systems.

2. GPiR is utilized for scanning congruent areas and providing a 3D image of the scanned area.
3. GPiR requires the establishment of a survey baseline from which the system is tracked via survey instrument to produce geospatially accurate location of the subsurface data.
4. The collected GPiR data is processed into 3D images and plotted in various CADD formats (CITY specified) for use in design or GIS applications.
5. Deliverables from the use of GPiR include CADD files, JPEG image slices, Quick Time or AVI movies of slice imagery, PDF files of CADD work, a suggested exploratory excavation sheet and an analysis of the area imaged.
6. The final GPiR output can be certified by a Professional Surveyor as to the accuracy of the imaged area and the position of the facilities imaged within.
7. GPiR is quantified by the square foot of surface area imaged. Payment for GPiR services will be made on a per square foot basis. The cost per square foot includes performing survey baseline establishment, transportation of equipment and personnel to the project site, collection of radar image data, processing of image data and compilation into CADD deliverables including, certification by a registered surveyor.

M. Three-Dimensional Radar Services (GPiR) small area:

1. This line item is used for GPiR scanning of areas at least 1000 square feet in size to a maximum of 5000 square feet in size. See general notes and description of services above.

N. Three-Dimensional Radar Services (GPiR) medium area:

1. This line item is used for GPiR scanning of areas at least 5001 square feet in size to a maximum of 25000 square feet in size. See general notes and description of services above.

O. Three-Dimensional Radar Services (GPiR) large area:

1. This line item is used for GPiR scanning of areas at least 25001 square feet and greater in size. See general notes and description of services above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 4

### STANDARDS OF CONTRACTOR

#### 4.1 Intent

CONTRACTOR is an independent CONTRACTOR, and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

#### 4.2 Facilities

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

#### 4.3 Identification

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

#### 4.4 Experience

Proposers shall have a minimum of five (5) years experience in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all applicable local, state Federal licenses.

#### 4.5 Licensing:

CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits.

#### 4.6 Relationship Contact

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

#### 4.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

#### 4.8 Drug-Free Workplace

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

#### 4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

#### 4.10 Adherence to City Policy

CONTRACTOR assigned to handle the services outlined in this RFP for the CITY shall adhere to all CITY policies, procedures and protocols.

#### 4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

#### 4.12 Exclusivity

CITY reserves the right to have Underground Utility Locate provided by others. This action will not waive or void any of the terms and conditions in this Agreement.

#### 4.13 Repairs

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the CONTRACTOR. Inspections required by local ordinances during the course of nuisance plant control shall be arranged as required. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements. Permit Fees with supporting documentation shall be reimbursed by the CITY.

#### 4.14 Performance Evaluation

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

Failure of CONTRACTOR to provide effective treatments to areas prioritized by CITY, two (2) consecutive quarters from the date of notification may be deemed at CONTRACTOR's default and CITY may terminate the Agreement in its sole discretion.

#### 4.15 Contingency Allowance

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

## SECTION 5

### STANDARDS OF LABOR AND EQUIPMENT

#### 5.1 Personnel

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

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

- A. Supervisor – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the Underground Utility Locate Services for the CONTRACTOR and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. Employee/Independent CONTRACTOR or Sub-CONTRACTOR Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent CONTRACTOR or sub-CONTRACTOR from performing maintenance on the CITY'S property where such employee's independent CONTRACTOR's or sub-CONTRACTOR's performance or actions, are obviously detrimental to the program.
- C. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.
- D. Vehicles - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

- F. Storage - The CONTRACTOR shall not be allowed to store any equipment or materials overnight on CITY property unless authorized by the CITY.
- G. Chemicals – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer’s label and Manufacturer’s Safety Data Sheet (MSDS) for all products used.
- H. Damage - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or CONTRACTORS and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECTION 6

### STANDARDS OF INSURANCE

#### 6.1 Insurance

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

## 6.2 Specific Coverage

The following specific insurance coverages  **apply** or  **do not apply** to this solicitation:

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

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

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

- Professional Liability: CONSULTANT shall maintain Professional Liability insurance for both the CONSULTANT and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the SERVICE PROVIDER provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONSULTANT shall obtain, at CONSULTANT 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
- Builders’ Risk – Property Coverage: a special form coverage shall include, but not be limited to:
  1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
  2. Theft coverage.
  3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
  4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.
- Builders’ Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders’ Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### 7.1 Security Requirements

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

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

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

SECTION 8  
GENERAL CONDITIONS

8.1 Notice to Commence

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

8.2 Exemption Prohibition

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

8.3 Failure to Comply with Provisions

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

8.4 Additional Services

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

8.5 Compensation

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

on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2026 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84 = 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

#### 8.6 Taxes

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

#### 8.7 Verbal Agreements

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

#### 8.8 No Contingency Fees

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

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

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

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

#### 8.10 Compliance with Applicable Laws

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

#### 8.11 Familiarity with Laws and Ordinances

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

#### 8.12 Advertising

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

#### 8.13 Indemnification

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

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

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

#### 8.14 Miscellaneous

- A. **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. **Audit and Inspection Rights, Retention of Records:**
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
  - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
  - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records,

CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

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

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

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

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

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

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

With a copy to:

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

CONTRACTOR:

---

---

---

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

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

- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 9  
SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

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

CITY OF WESTON, through its City Commission

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

ATTEST:

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

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

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

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

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

(CITY SEAL)

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

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

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_  
FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

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

By: \_\_\_\_\_  
Margaret Brown, Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_  
FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

DISTRICT

BONAVENTURE DEVELOPMENT

By: \_\_\_\_\_  
Margaret Brown, Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND \_\_\_\_\_  
FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

CONTRACTOR:

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

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

SECTION 10

EXHIBITS FORMS

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A  
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B  
FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Underground Utility Locate Services in accordance with the scope of work.

**TABLE B-1**

Item No.	Item Description	Unit	Est. Annual Qty.	Unit Cost	Total
1	Standard Locate and Mark ALL City Owned Facilities in the Area Specified in the SSOOF Ticket, or White Lines by Excavator. See Part 3, Item 3.6(A) – Standard Locates	Ea.	2500	\$	\$
2	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Part 3, Item 3.6(D) – GPR Locates	Ea.	500	\$	\$
3	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facility. See Part 3, Item 3.6(E) – Potholing	Ea.	50	\$	\$
4	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Part 3, Item 3.6(G) – Placement of Electronic	Ea.	10	\$	\$
5	Taking of GPS coordinates utilizing sub-meter equipment. See Part 3, Items 3.6(H) – GPS Coordinates	Ea.	20	\$	\$
6	Emergency – Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Part 3, Item 3.6(I) - Emergency Locates.	Ea.	10	\$	\$
7	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call. See part 3, Item 3.6(J) - Electronic Ticket Management	Ea.	1600	\$	\$
8	Screened and Cleared Tickets. Receive Requests to Locate ticket from SSOOF, screen and clear for "out of area" etc. See Part 3, Item 3.6(K) – Screen & Clear Tickets	Ea.	1600	\$	\$
9	Three-Dimensional Radar Services (GPiR) for small surface area at least 1000 Sq. Ft to a maximum of 5000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(M) – Three-Dimensional Radar Services Small	Sq. Ft.	1000	\$	\$
10	Three-Dimensional Radar Services (GPiR) for medium surface area at least 5001 Sq Ft to a maximum of 25000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(N) – Three Dimensional Radar Services Medium	Sq. Ft.	5001	\$	\$
11	Three-Dimensional Radar Services (GPiR) for large surface area at least 25001 Sq. Ft. and greater. Price per Sq. Ft. See Part 3, Item 3.6(O)– Three Dimensional Radar Services Large	Sq. Ft.	25001	\$	\$
<b>Grand Total (Items 1 through 11):</b>				\$	

---

Grand Total (Written in Words)

---

Name of CONTRACTOR (Print)

---

Signature

Title

Date

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D  
TRANSITION PLAN

**NOT APPLICABLE**

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

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

CONTRACTOR (name and address)

SURETY (name & principal address):

---

---

---

---

---

---

---

---

CITY:

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

AGREEMENT

Date:

---

Amount:

Services as needed. Not for a fixed amount.

Description: Underground Utility Locate Services  
Location: Citywide  
City of Weston RFP NO. 2024-16

BOND

Date (not earlier than Agreement Date):

---

Amount: \$100,000.00

Modifications to this Bond: None \_\_\_\_\_ See Page(s) \_\_\_\_\_

EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

FLORIDA RESIDENT AGENT

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

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

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

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

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

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

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title