# ORDINANCE NO. <u>1270</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA RELATING TO THE REGULATION OF FIREWORKS, AMENDING PART II THE CODE OF ORDINANCES OF THE CITY OF OKEECHOBEE AT CHAPTER 14 BUSINESSES BY SPECIFICALLY AMENDING SECTION 14-FIREWORKS; AMENDING AT CHAPTER 173 30. **ENVIRONMENT, SPECIFICALLY AMENDING SECTION 30-43** PUBLIC NUISANCES; PROVIDING FOR CODIFICATION; FOR SEVERABILITY; PROVIDING REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- **WHEREAS,** in 2020, the State of Florida enacted Florida Statutes (F.S.) Section 791.08 relating to the discharge of fireworks; and
- WHEREAS, a number of local governments, including the City of Okeechobee ("City"), are updating their fireworks related ordinances in response the enactment of F.S. Section 791.08; and
- WHEREAS, the City Council finds that this Ordinance promotes the public health, safety and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution.
- **NOW, THEREFORE,** be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

# SECTION 1: RECITALS.

The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

# **SECTION 2: AMENDMENT TO CHAPTER 14 BUSINESSES.**

That Section 14-173 Fireworks of Part II of the City Code of Ordinances within Chapter 14 Businesses, Article IV Peddlers and Solicitors, Division 3 Miscellaneous Offenses is hereby amended to read as follows:

- (a) It shall be unlawful to sell or offer or expose for sale any firecrackers, fireworks, toy pistols, or explosives for use in making noise or a display as defined in F.S. §791.01, or to shoot off, explode or use any firecrackers, toy pistols, or other explosives fireworks or other similar devices as defined in F.S. Section 791.01.
- (b) The shooting use of fireworks or other similar devices are not permitted in the City other than on New Year's Eve, New Year's Day, and Independence Day. in connection with a community wide celebration such as the Fourth of July is not prohibited provided permission has been obtained from the city council and arrangements made for the display so that traffic control, insurance and the safety of spectators has been provided for. However, this Section shall not prohibit public outdoor fireworks displays for which any applicable permit has been obtained from the City and Okeechobee County Fire and Rescue if and where all financial bond requirements or liability insurance established by the City, if any, have been satisfied, and other prescribed safety requirements have been met.

Ordinance No. <u>1270</u>, Page 1 of 3

- (c) <u>The use of private outdoor fireworks may occur on:</u> <u>New Years' Eve between 1:00 P.M. to Midnight, EST; and</u> <u>New Years' Day between 12:01 A.M. to 1:00 A.M., and between</u> <u>11:00 A.M. to 11:00 P.M., EST.</u> <u>Independence Days between 11:00 A.M. to 11:00 P.M., EST</u>
- (d) Provisions of this article may be enforced by the City as a code violation or may be enforced by the Police Department as an offense, pursuant to F.S. Section 162.22 or when a public safety or nuisance is caused. A problem may exist when fireworks are set off 25-feet or less of an adjoining single-family residence. A problem may occur when fireworks are being set off near vegetations or forested areas that could potentially cause an undue fire hazard.

# SECTION 3: AMENDMENT TO CHAPTER 30 ENVIRONMENT.

That paragraph (a) in Section 30-43 Public Nuisances of Part II of the City Code of Ordinances within Chapter 30 Environment, Article II Nuisances, is hereby amended to read as follows:

(a) "Public nuisance" as defined in this section, means the unauthorized shooting of fireworks, existence of excessive accumulation of litter or untended vegetation, garbage, weeds, or other dead or living plant life; or places holding stagnant water, and all other objectionable, unsightly or unsanitary matter upon any lot, track of land within the city, whether uncovered or under shelter, to the extent and in the manner that such lot or parcel of land is, or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, including such condition causing or tending to cause disease, or by reason of such a condition, tends to impair the economic welfare of adjacent property; including abandoned or junk property as defined by this article; blighted structures and dangerous structures as defined in this article; unsightly, derelict or unsafe building or structure which may constitute a hazard to safety, health, welfare or sense of public aesthetics by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

# SECTION 4: SEVERABILITY.

If any section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

# **SECTION 5: CONFLICT.**

All sections or parts of sections of the City of Okeechobee Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

# SECTION 6: INCLUSION IN THE CODE OF ORDINANCES.

It is the intention of the City Council of the City of Okeechobee, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City of Okeechobee Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

# SECTION 7: EFFECTIVE DATE.

This Ordinance shall be effective upon final adoption on second reading.

# **INTRODUCED** for **FIRST READING** and set for Final Public Hearing on this <u>7<sup>th</sup></u> day of <u>February 2022</u>.

ATTEST:

Dowling R. Watford Jr., Mayor

Lane Gamiotea, CMC, City Clerk

(SEAL)

# SECOND READING AND FINAL ADOPTION held this 7th day of March 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

(SEAL)

# **REVIEWED FOR LEGAL SUFFICIENCY:**

John J. Fumero, Esq. City Attorney

# **City of Okeechobee**

Exhibit 5 02/07/2023



# **Police Department**

To Whom it may concern,

The City Police Department is requesting the purchase order in the amount of \$29,175.45 for the equipment installation in our new 2023 Dodge Chargers. The list of equipment and breakdown of charges for each is included.

The City Police Department went out on bid for the equipment and installation with three companies Global Public Safety, Garber Fleet Sales, and Dana Safety Supply. Dana Safety Supply's bid lacked the needed hardware and did not include installation, and Garber Fleet Sales was \$23,619.55 higher that Global Public Safety. Therefore, we are recommending Global Public Safety.

Thank You

The City Police Department!

I. B. Lupoffo3



# 4240 LB McLeod Rd Orlando FL 32811 321.204.9398



То:	From:
Okeechobee Police Department	Ryan Rogers
50 Se 2nd Ave	4240 LB McLeod Rd
Okeechobee, FL 34972-2907	Orlando, FL 32811
	Phone: 321.204.9398

Summary			
Total Amount:	\$29,175.45	Quote ID:	QUO-03116-Y2X4X7
Shipping Method:		Date:	12/7/2022
Payment Terms:		Expiration Date:	1/6/2023

Contract:

# **Shipping Information**

Ship To:

50 Se 2nd Ave

Okeechobee, FL 34972-2907

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model

**Bill To:** 

50 Se 2nd Ave

Okeechobee, FL 34972-2907

Details				New York All
Product ID	Description	Quantity	Price	Sub Total
	2022 DODGE CHARGER PATROL (3)	0.00	\$0.00	\$0.00
	SIREN AND SPEAKER	0.00	\$0.00	\$0.00
295SLSA6	295SLSA6 SIREN/CONTROL CENTER	3.00	345	\$1,035.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	3.00	165	\$495.00
SAK37	SA-315 SIREN MOUNT KIT CHARGER	3.00	\$0.00	\$0.00
	LIGHTBAR	0.00	\$0.00	\$0.00
GB8DEDE	LEGACY WC 48" RW/BW/RW/BW	3.00	1350	\$4,050.00
STPKT82	Whelen, Lightbar Strap Kit, Dodge Charger	3.00	\$0.00	\$0.00
	CONSOLE	0.00	\$0.00	\$0.00
C-VS-2500-CHGR-1	2011-2019 Dodge Charger Vehicle Specific 25" Console	3.00	335	\$1,005.00
CUP2-1001	Internal cup holders	3.00	45.5	\$136.50
C-EB40-WS2-1P	Havis, Console Bracket, Whelen 295SLAS6	3.00	\$0.00	\$0.00
C-ARM-101	Top mount arm rest	3.00	61	\$183.00
	COMPUTER MOUNT	0.00	\$0.00	\$0.00
UT-1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	3.00	\$230.00	\$690.00
C-MD-112	Tilt/swivel slide motion adapter	3.00	\$226.85	\$680.55

Page 1 of 3

Product ID	Description	Quantity	Price	Sub Total
C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	3.00	\$124.74	\$374.22
CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	3.00	\$85.00	\$255.00
	PRISONER PARTITION	0.00	\$0.00	\$0.00
TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	3.00	625	\$1,875.00
KP-CH11BF-SS	2015-21 Charger 3-Pc. kick panel assembly w/foot pockets	3.00	125	\$375.00
2-SAB-CH11	2015-21 Charger standard partition mounting kit, drilling required.	3.00	190	\$570.00
SHIPPING & HANDLING		1.00	\$310.00	\$310.00
	INSTALLATION	0.00	\$0.00	\$0.00
INSTALL SUPPLIES	Installation Shop Supplies	3.00	\$175.00	\$525.00
LABOR-INSTALLATION	Installation	48.00	\$75.00	\$3,600.00
	TINT	0.00	\$0.00	\$0.00
TINT-SERVICE	WINDOW TINTING	3.00	\$220.00	\$660.00
	· · · · · · · · · · · · · · · · · · ·	0.00	\$0.00	\$0.00
	2022 DODGE CHARGER SLICKTOP (2)	0.00	\$0.00	\$0.00
	SIREN AND SPEAKER	0.00	\$0.00	\$0.00
295SLSA6	295SLSA6 SIREN/CONTROL CENTER	2.00	345	\$690.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	2.00	165	\$330.00
SAK37	SA-315 SIREN MOUNT KIT CHARGER	2.00	\$0.00	\$0.00
	INTERIOR FRONT/REAR VISOR LIGHTS	0.00	\$0.00	\$0.00
AVC21RB	DUAL AVENGER II SOLO RED/BLU	8.00	\$190.00	\$1,520.00
AVBKT5D	DUAL HEADLINER MOUNT KIT	4.00	\$12.00	\$48.00
	CONSOLE	0.00	\$0.00	\$0.00
C-VS-2500-CHGR-1	2011-2019 Dodge Charger Vehicle Specific 25" Console	2.00	335	\$670.00
CUP2-1001	Internal cup holders	2.00	45.5	\$91.00
C-EB40-WS2-1P	Havis, Console Bracket, Whelen 295SLAS6	2.00	\$0.00	\$0.00
C-ARM-101	Top mount arm rest	2.00	61	\$122.00
	COMPUTER MOUNT	0.00	\$0.00	\$0.00
UT-1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1.00	\$230.00	\$230.00
C-MD-112	Tilt/swivel slide motion adapter	1.00	\$226.85	\$226.85
C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	1.00	\$124.74	\$124.74
CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	1.00	\$85.00	\$85.00
	REAR DOOR LIGHTS	0.00	\$0.00	\$0.00
I2J	DUO LINEAR ION RED/BLUE BLK	4.00	100	\$400.00
	FRONT CORNERS	0.00	\$0.00	\$0.00
TLMI2J	MINI ION T-SERIES LT RED/BLU	4.00	90	\$360.00
SHIPPING & HANDLING		1.00	\$150.00	\$150.00
	INSTALLATION	0.00	\$0.00	\$0.00
INSTALL SUPPLIES	Installation Shop Supplies	2.00	\$200.00	\$400.00
LABOR-INSTALLATION	Installation	40.00	\$75.00	\$3,000.00
	TINT	0.00	\$0.00	\$0.00
TINT-SERVICE	WINDOW TINTING	2.00	\$220.00	\$440.00
		0.00	\$0.00	\$0.00

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Product ID	Description	Quantity	Price	Sub Total
	DODGE RAM	0.00	\$0.00	\$0.00
	ADD GRILL LIGHTS	0.00	\$0.00	\$0.00
IONB	ION LIGHT BLUE	2.00	\$85.00	\$170.00
	REPLACE FRONT/REAR CORNER LIGHTS	0.00	\$0.00	\$0.00
TLI2J	ION T-SERIES LINEAR DUO R/B	4.00	\$92.00	\$368.00
	SIDE PUSH BUMPER LIGHTS	0.00	\$0.00	\$0.00
PSD02FCR	STRIP-LITE+ DUO FLASHR RED/WHT	1.00	\$82.00	\$82.00
PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT	1.00	\$82.00	\$82.00
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2.00	\$20.00	\$40.00
	RUNNING BOARD LIGHTS	0.00	\$0.00	\$0.00
HG23TK7260BR-BR	3 Pc Truck Runner Kit w/ controller BLUE/RED	1.00	\$985.00	\$985.00
	REAR WINDOW	0.00	\$0.00	\$0.00
D844000	Dominator 8 Super-Led 4R/4B	1.00	\$380.00	\$380.00
DBKT4	DOMINATOR ANGLE MOUNT BRACKET	1.00	\$20.00	\$20.00
	INSTALLATION	0.00	\$0.00	\$0.00
LABOR-INSTALLATION	Installation	9.00	\$75.00	\$675.00
	LAPTOP MOUNT	0.00	\$0.00	\$0.00
UT-1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1.00	\$230.00	\$230.00
C-MD-112	Tilt/swivel slide motion adapter	1.00	\$226.85	\$226.85
C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	1.00	\$124.74	\$124.74
CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	1.00	\$85.00	\$85.00
		Total	Тах	\$0.00
		Tota	I	\$29,175.45

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CITY OF OKEECHOBEE, PUBLIC WORKS

Exhibit 6 02/07/2023



To:	Gary Ritter, City Administrator
From:	David Allen, Public Works Director
Date:	1/25/2023
Re:	CW Roberts Roadway Improvements PO Request

The Public Works Department is requesting a Purchase order for \$100,000.00 CW Roberts Contracting Inc. for asphalt milling and paving. This is a budgeted project in the 2022-23 budget, line item 301-549-6300 Roadway asphalt and reconstruction, \$100,000.00.

The three areas that are proposed for resurfacing are:

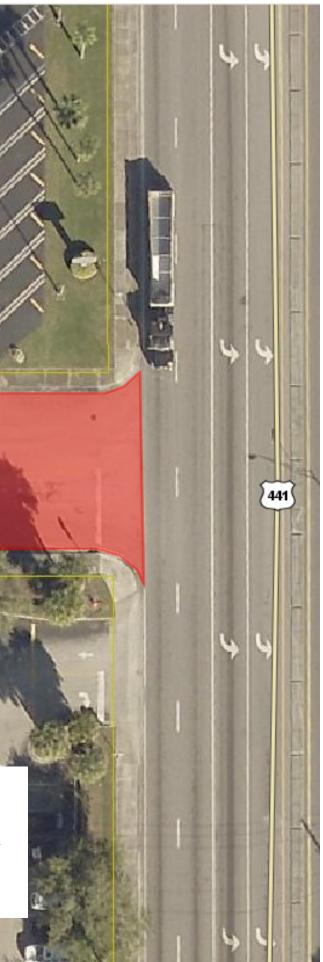
- NE 2<sup>nd</sup> Street from Parrott Avenue (US 441) to NE 2<sup>nd</sup> Avenue. There are two factors in the selection of this road for resurfacing. The first is major areas of "pushing" just west of Parrott Avenue. This area is identical to the section of NE 3<sup>rd</sup> Street one block to the north that was completed last year.
- The Oaks Subdivision. Pavement depth thorough out the subdivision is minimal. We have had to perform frequent repairs to potholes and damage caused by trash trucks turning around at the end of the two cul-de-sacks
- SW 7<sup>th</sup> Avenue Areas of sliding Just North of SW 15<sup>th</sup> Street. Project will cover from SW 15<sup>th</sup> Street to approximately 400' North of the intersection.

The pricing for this project is per the existing paving contract between Okeechobee County and CW Roberts Contracting. We utilized this purchasing mechanism for last year's paving projects. The initial period of the CW Roberts contract was May 1, 2019 to April 30, 2022. Under the provisions of the contract allowing (2) one year extensions, the contract has been extended until April 30, 2023.

The proposed pricing of \$89,959.00 from CW Roberts is based on an estimated quantity of asphalt. Asphalt estimating is not an exact process. The quantities are based on a uniform application of 1.25" of asphalt over a smooth road surface. Imperfections in the existing road surface will result in the actual quantities of asphalt used being different than the estimate. Given the inexact nature of the estimation, we are proposing an additional 10% being added to the estimate due to the likelihood of additional asphalt being used. The amount paid will be based on the actual amount of asphalt used, established by load tickets for each truck of asphalt.







SW 7th Avenue, SW 15th St to 400' N of SW 15th Street SW/TTH AVE

Mill and overlay

70 Tons

1000 Sqyd Milling, millings delivered to the City

SW 15TH ST



# INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made effective the 1<sup>st</sup> day of April, 2019, by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and C.W. ROBERTS CONTRACTING, INCORPORATED, a Florida corporation (hereinafter "CONTRACTOR").

# WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of asphalt resurfacing and new road construction in Okeechobee County and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as "Okeechobee County Asphalt Resurfacing and New Road Construction" - Bid #2019-05 which satisfies the COUNTY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

#### 2. Description of Work.

a. The COUNTY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

7073-410597.WPD

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the COUNTY, together with any addenda, hereinafter the "Bid Documents." The Bid Documents are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
- 3. **Term**. This Agreement has a Term of three (3) years, beginning May 1, 2019 and ending April 30, 2022 and may be renewed for up to two (2) additional one (1) year Terms, upon agreement of the parties in writing, unless sooner terminated under the terms of this Agreement.

# 4. Payment.

- a. The COUNTY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "B," which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the amount of One Million Dollars (\$1,000,000.00) per year during the Term and each renewal, if any, of this Agreement.
- b. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
- 5. Acceptance of work product, payment, and warranty. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the COUNTY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A." CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the COUNTY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the COUNTY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the COUNTY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the COUNTY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the COUNTY will relieve CONTRACTOR from its obligations to do and complete

the work product in accordance with this Agreement.

# 6. Termination.

- a. Termination at Will: This Agreement may be terminated by the COUNTY in whole or in part at any time without cause by the COUNTY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the COUNTY or CONTRACTOR giving written notice to the other party not less than ten (10) days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

# 7. Project management.

- a. COUNTY's Project Manager is: Bryan Moore, Road Director.
- b. CONTRACTOR's Project Manager is: Richard G. Forlifer.
- 8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:
  - a. To COUNTY: Okeechobee County Board of County Commissioners, Attention: County Administrator, 304 NW 2nd Street, Okeechobee, Florida 34972;
  - b. To CONTRACTOR: C.W. Roberts Contracting, Incorporated, Attention: Robert P. Flowers, President, 3372 Capital Circle NE, Tallahassee, Florida 32308.

# 9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the COUNTY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of

\$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;

- ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and nonowned autos) and such policy shall be endorsed to provide contractual liability coverage; and
- iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the COUNTY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
- 10. General Provisions. CONTRACTOR must comply with the following general provisions:
  - a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the COUNTY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the COUNTY. The COUNTY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the COUNTY.
  - b. Compliance with Laws. In providing the Scope of Services, CONTRACTOR must comply

with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

# c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the COUNTY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the COUNTY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

# d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

# e. Independent contractor.

i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the COUNTY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the COUNTY and is subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the

performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

# f. Indemnification.

- i. CONTRACTOR must indemnify and hold the COUNTY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the COUNTY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf. including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the COUNTY against any claim that any product purchased or licensed by the COUNTY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the COUNTY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the COUNTY and not considered to be the COUNTY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less

than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. Sovereign Immunity. Nothing in this Agreement extends, or will be construed to extend, the COUNTY's liability beyond that provided in section 768.28, <u>Florida Statutes</u>. Nothing in this Agreement is a consent, or will be construed as consent, by the COUNTY to be sued by third parties in any matter arising out of this Agreement.
- h. Public records.
  - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), <u>Florida</u> <u>Statutes</u>, and must comply with the public records provisions of Chapter 119, <u>Florida</u> <u>Statutes</u>, including the following:
    - 1. Keep and maintain public records required by the COUNTY to perform the service.
    - 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY 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 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY.
    - 4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
  - ii. "Public records" is defined in Section 119.011(12), <u>Florida Statutes</u>, as may, from time to time, be amended.
  - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONTRACTOR consents to the COUNTY's enforcement of CONTRACTOR's

Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by COUNTY.

- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, <u>Florida Statutes</u>. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.
- vi. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, <u>FLORIDA STATUTES</u>, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY A DMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the COUNTY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. <u>E-Verify</u>. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. <u>Agency.</u> CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. <u>Indemnification</u>. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the COUNTY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY's sovereign immunity.
  - iv. <u>Workers' Compensation Insurance</u>. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in

accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- Liability Insurance. Contractor shall carry Commercial General Liability insurance v. providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the COUNTY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The COUNTY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The COUNTY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the COUNTY or the State of Florida may have.
- vi. <u>Inspections.</u> CONTRACTOR shall permit, and require its subcontractors to permit, the COUNTY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. <u>Auditor General Cooperation.</u> CONTRACTOR shall comply with §20.055 (5), <u>Florida</u> <u>Statutes</u>, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), <u>Florida Statutes</u>.
- j. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "C", which is attached hereto and incorporated herein by

reference.

- 11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:
  - a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
  - b. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized COUNTY representatives.
  - c. **Amendment**. No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
  - d. **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
  - e. **Construction**. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
  - f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
  - g. Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.
  - h. **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from

fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. Attorney's Fees. In any litigation arising out of this Agreement, the prevailing party is entitled to recover, from the other party, its reasonable attorney's fees and costs, at both the trial and appellate levels.
- j. Law; Venue. This Agreement is being executed in Okeechobee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.
- 12. Special Provisions.
  - a. This Agreement is a non-exclusive contract; the COUNTY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

OKEECHOBEE COUNTY, a political subdivision of the State of Florida

By:

(Seal)

geo. D-TERRY W. BURROUCHS, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

ATTEST:

Merk SHARON ROBERTSON, C

THE CIRCUIT COURT & COMPTROLLER

Date signed by COUNTY:

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C.W. ROBERTS CONTRACTING, INCORPORATED

ROBERT P. FLOWERS, as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

Foil r Robert Delisle, Secretary

STATE OF FLORIDA COUNTY OF Leon

The foregoing instrument was sworn to and subscribed before me this <u>13</u> day of May, 2019, by ROBERT P. FLOWERS, as President and authorized agent of C.W. Roberts Contracting, Incorporated, A who is personally known to me or  $\Box$  who has produced <u>NIA</u> as identification.

by

Signature of Notary Public - State of Florida

Michelle Davis Printed/Typed/Stamped Name of Notary My commission expires: 9-2-21



- A. The value of such extra work or change shall be determined as follows:
  - (1) By estimate and acceptance in lump sum.
  - (2) By unit price named in the contract or subsequently agreed upon.

#### GC-23. INSURANCE:

General Liability – Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

Worker's Compensation – Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

Commercial Automobile Liability Insurance – Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance - The Contractor shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project (contract), a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before the commencement of any work activities.

Cancellation Provisions - (1) Each policy of insurance covering the contractor's or subcontractor's operations under this bid or a contract entered into pursuant to this bid shall provide either in the body of the policy or by appropriate endorsement (rider) of the policy, that such policy cannot be altered or canceled in less than thirty (30) days after the mailing of written notice to the assured (insured) of such alteration or cancellation, or not less than ten (10) days after actual receipt by the County of written notice of such pending alteration or cancellation.

Proof of Coverage - The contractor shall not commence work under this contract until he has furnished the owner, through the Deputy Administrator, with satisfactory proof of carriage of the insurance required.

GC-24. <u>WORK SITE:</u> The site where the services described in the scope of services are to be performed shall be kept reasonably free of trash and debris during the contract period and the disposal of refuse shall be at the sole expense of the contractor. The contractor shall not utilize adjacent private property for storage or access without the express written consent of the property owner.

GC-25. <u>SUPERVISION</u>: The contractor, if selected, agrees to do all the work and furnish all equipment called for by the bid documents, in the manner prescribed herein, in accordance with the contract documents and to the standards of quality and performance established by the Deputy Administrator. The Contractor is required to have at least one supervisor on the work site at all times, that understands and speaks English.

#### END OF GENERAL CONDITIONS

#### SECTION 3.0 SPECIFIC CONDITIONS (SC)

SC-3.01. Payment shall be made within the limits of Florida Statutes after submission of an itemized accurate invoice for the work performed in accordance with the bid documents. In no event shall the contractor be entitled to payment more frequently than monthly.

SC-3.02. Necessary permits have been acquired by the County and will be furnished to the successful bidder as needed.

SC-3.03. Contractor shall supply all equipment, labor, materials and specialized machinery for the performance of the work as shown in the specifications. Contractor shall staff the project with personnel, supervisors, and quality control technicians who are experienced and properly trained I the methods and equipment required to accomplish the work.

SC-3.04. Contract is for a three-year period. It may be extended on a yearly basis, for an additional two, one-year renewals, upon the mutual agreement of both parties.

SC3.-05. Contractor must maintain the required liability insurance and Worker's Compensation throughout the duration of the contract.

SC-3.06. Contractor shall hold and maintain all proper licensing throughout the duration of the contract.

SC-3.07. Contractor shall submit and receive the County's approval on a list of all sub-contractors to be used, if any, prior to the commencement of an assignment (see GC-20).

SC-3.08. Contractor shall be responsible for all work performed and actions resulting from this work. If any private, public or County facilities, structures, and/or individuals are damaged or injured resulting from the Contractor's work, the Contractor will be fully responsible for any and all damages.

SC-3.09. Preparation of paved roads shall be by the Contractor immediately prior to the application of liquid asphalt and asphalt installation.

SC-3.10. Time available between road preparation and asphalt application is, by necessity, minimal and dependent on weather and site conditions, and that asphalt installation is expected when scheduled.

SC-3.11. No mobilization fees will be allowed.

SC-3.12. County makes no commitment, either written or implied, as to quantity of work which may be authorized, if any, during the period this bid is in effect.

SC-3.13. The apparent low bidder shall submit a list of equipment to be used throughout the Contract prior to execution of the Contract. This list shall have the year, make, and model and company number of all equipment to be used. All equipment must have a company number visibly located on the outside of the machine.

SC-3.14. The design mix formula and mix stability for the SP - 9.5 (Superpave) Asphaltic Concrete Surface Course (ACSC) delivered under this contract shall be the most recent mix design for the Contractor's plant and shall consist of aggregate from an FDOT approved source.

SC-3.15. Upon award of Contract, the Contractor shall submit to the County a copy of the design mix to be used throughout the term of the Contract for County approval. Changes in design mix shall be approved in this same manner prior to delivery to the work site. The County reserves the right to test all material delivered to the work site. This testing will be at the expense of the County. The County will not pay for asphalt not meeting the required design mix or FDOT specifications for prime coat, tack coat or SP - 9.5 (Superpave) ACSC.

SC-3.16. The plant and methods of operation for preparing the hot bituminous mixtures described in these specifications shall be governed by provisions of Section 320 & 334 of the <u>FDOT Standard Specifications for</u> <u>Road and Bridge Construction, Latest Edition.</u>

SC-3.17. Paving crews shall consist of an adequate number of employees required to properly install materials in such a manner to satisfy FDOT specifications for pavement and MOT. All vehicles and personnel shall be clearly identified with the company name and/or logo, and present a good appearance, and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when working within the County road Right-of-Way.

SC-3.18. Prime coat shall be applied over shell roads prior to paving and tack coat shall be applied to existing asphalt prior to paving. The rate of application of prime coat shall not be less than 0.15 gallons per square yard, and the rate of application of tack coat shall be between .04 and .08 gallon per square yard. Prime coat and tack coat shall be in conformance with Section 300 of the <u>FDOT Standard Specifications for Road and</u> <u>Bridge Construction Latest Edition</u> except that payment for prime and tack coat will be <u>included</u> in the per ton price for SP - 9.5 (Superpave) Asphalt.

SC-3.19. All work is to be generally performed between the hours of 7:00 a.m. and 4:00 p.m.; contractor may be required to work past 4:00 p.m. by the County to complete the current project. No work is to be performed on weekends or holidays without permission from the Deputy Administrator or designee.

SC-3.20. The Contractor shall have a competent superintendent or operator, with authority to represent him, present at all times during the progress of the work. Those personnel assigned in such capacity shall remain with the project during any construction until its completion.

SC-3.21. It is the responsibility of the Contractor to notify all utilities companies involved to stake their underground utilities when applicable and to take all precautions necessary to prevent disturbance of same. Okeechobee Utility Authority is the largest Water/Wastewater supplier in Okeechobee County and they can be reached at (863) 763-9460.

SC-3.22. Measurement of the SP - 9.5 (Superpave) ACSC will be the scale method on a tonnage basis as specified in the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition. This pay

tonnage basis of the mix shall include all materials in the mix, including bituminous materials and other additives. Such payment shall be full compensation for all, but not limited to: maintenance of traffic, paved road preparation, prime and tack coat, equipment, MOT, vehicles, tools, labor, fuel, oil, greases, insurances, taxes, fees, plant transportation, suspensions, delays and incidentals necessary to complete work set forth in this contract.

SC-3.23. The Contractor is required to provide maintenance of traffic throughout the entire work site, and be in full compliance with all FDOT and Federal Highway Administration (Manual on Uniform Traffic Control Devices - latest edition) regulations with regard to work zone. Contractor shall provide an approved Maintenance of Traffic (MOT) Plan applicable to the FDOT Design Standard Index from current 600 series and The Manual on Uniform Traffic Control Devices (MUTCD). This MOT Plan index shall include the name of the roadways they represent, and designed for appropriate work activity. The Contractor shall be required to have a qualified person onsite responsible for the setup and maintenance of approved traffic control plan. The qualified person is required to possess a certification card displaying Intermediate or Advance Level Maintenance Traffic. An Intermediate Level Certification will be required for all non-typical condition MOT plans and road closures. A copy of the MOT plans and updated certifications shall be kept on site at all times.

SC-3.24. Upon execution of the Contract by both parties, the Contractor or his authorized representative shall attend a pre-construction meeting with appropriate County personnel for the purpose of road scheduling, coordination and Purchase Order preparation. The meeting will be held at a mutually agreed upon time by the Contractor and Depity Administrator. Subsequent meetings will be held throughout the duration of the project, as necessary, until substantial completion of the road list. Meeting attendance is mandatory and with no additional compensation for attendance.

SC-3.25. The Deputy Administrator or authorized representative shall issue a signed Purchase Order to the Contractor for paving assignment. Duplicate delivery tickets must be received by authorized County personnel and signed at each designated work site, as the asphalt is being laid. Copies of the signed tickets shall be included with the Purchase Order upon invoice.

SC-3.26. The Contractor is expected to commence work assignments within ten (10) calendar days of written order by the County. The Contractor should notify the Deputy Administrator or designee in writing of the commencement date. Written orders will be in the form of a Purchase Order or other written means, sent by the County to the Contractor. Liquidated damages in the amount of \$500 per day may be assessed to the Contractor for each day after ten (10) working calendar days a paving crew is not on site. Once initiated, work is to be continuous until completion of the work order or released by the County.

SC-3.27. Purchase Orders, or other written means, will list estimate asphalt tonnage for paving and resurfacing projects.

SC-3.28. Fuel and/or bituminous adjustments: If the bidder desires an adjustment, it is their responsibility to supply to the County any and all data, forms, reports and documentation (using FDOT forms) in accordance with FDOT requirements in order to receive an adjustment. Bidder's submittal must be acceptable, clear and complete. If and when, an adjustment is requested, the bidder will submit their documentation starting from the beginning of this bid/contract and include each month thereafter until contract terminates. Once the adjustment has been requested, each invoice thereafter must include proper fuel/bituminous documentation for processing. Fuel/bituminous adjustments will only be considered with a

timely and properly submitted invoice. If an invoice is submitted with no adjustment documentation (the initial adjustment request), bidder must wait until next invoice period to submit the initial adjustment request. Bidder will not be permitted to request a fuel/bituminous adjustment (the initial request) after submission of an invoice.

SC-3.29. Contractor shall install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt shall provide an even transition with the existing area. No more than one-quarter (1/4) inch difference in height shall be allowed for the transition of two (2) areas. Saw cutting and removing the existing pavement to provide a clean butt joint is acceptable. Milling the existing asphalt may be approved by the County to provide the same results, is also acceptable. The asphalt key cut or joint shall have a minimum depth of 1" and be 5' wide with an average slope of 1.7%. The asphalt key cut or joint will span the entire longitudinal length of the roadway from edge of pavement to edge of pavement or as directed by the County.

SC-3.30. Milling operations shall be governed by Section 327 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition. The price per square yard (SY) will include but not be limited to: cleaning, all MOT required and approved by the Deputy Administrator or designee, hauling and disposal, all labor, equipment and material necessary to remove existing asphalt. Cleaning and preparing surface for tack coat.

#### END OF SPECIFIC CONDITIONS

#### SECTION 4.0 SPECIFICATIONS FOR ASPHALT PAVING ANNUAL BID

#### 4.1 INTENT

It is the intent of this solicitation to provide for the construction and completion in every detail of the work described in this proposal for Asphalt Paving in Okeechobee County, Florida for a period of one (1) year with four (4) one (1) year renewal options. Furnish all labor, materials equipment, tools, transportation and supplies to pave, mill, resurfacing, and repair: unpaved streets, paved streets, bike paths, sidewalks, parking lots, open road cut repairs, shoulder restoration, intersection radius and apron repairs, etc. All materials and workmanship shall meet Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, unless otherwise discussed herein.

#### 4.2 SCOPE OF WORK

#### 4.2.1 Paving Options – A total of four (4) different paving options shall be used:

4.2.1.1	Resurface Existing Streets or Parking Lots, greater than 5 tons:
4.2.1.1.1	Pave with Type SP 9.5 Asphalt Level C in accordance with Sections 300, 320, 330, 334 and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
4.2.1.1.2	Match existing curb line with cross slope of ¼ inch per foot to center line or as directed by the County.

- 4.2.1.1.3 Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, water valve covers etc., to prevent "bird baths" in excess of ¼ inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.
- 4.2.1.1.4 Bidder should note Section 330 of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, which calls for the finished surface not to vary more than 3/16 of an inch in 15 feet.
- 4.2.1.1.5 Payment will be on a per-ton basis for asphalt, to include all work specified; including applicable requirements of Sections 320 and 330 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 4.2.1.2 <u>Small Project Asphalt Repairs, less than 5 tons; including but not</u> <u>limited to open cuts, shoulder restoration and intersection</u> <u>radius/apron repairs;</u>
  - 4.2.1.2.1 Small Projects may or may not be grouped together in order to provide the public with smooth riding course in a timely fashion.
  - 4.2.1.2.2 Pave with Type SP 9.5 Asphalt Level C in accordance with Sections 300, 320, 330, 334 and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
  - 4.2.1.2.3 Match existing curb line with cross slope of <sup>1</sup>/<sub>4</sub> inch per foot to center line or as directed by the County.
  - 4.2.1.2.4 Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, water valve covers etc., to prevent "bird baths" in excess of ¼ inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.
  - 4.2.1.2.6 Bidder should note Section 330 of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, which calls for the finished surface not to vary more than 3/16 of an inch in 15 feet.
  - 4.2.1.2.6 Payment will be on a per-ton basis for asphalt, to include all work specified; including applicable requirements of Sections 320 and 330 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

4.2.1.3	New Pavement (Base prepared and Finished by County):
4.2.1.3.1	Base will be finished by the County in accordance with Sections 200, 210, 230, 204 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
4.2.1.3.2	Pave with Type SP 9.5 Asphalt Level C in accordance with Sections 300, 320, 330, 334 and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
4.2.1.3.3	Match existing curb line with cross slope of $\frac{1}{4}$ inch per foot to center line or as directed by the County.
4.2.1.3.4	Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, water valve covers etc., to prevent "bird baths" in excess of ¼ inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.
4.2.1.3.5	Payment will be on a per-ton basis for asphalt, to include all work specified.
4.2.1.4	Asphalt pavement in areas where vehicle traffic does not travel, such as bike paths, sidewalks, pavement under guardrail etc.
4.2.1.4 4.2.1.4.1	
	such as bike paths, sidewalks, pavement under guardrail etc. Pave with any plant-mixed hot bituminous mixture that produces a finished pavement which will not distort or mar under bicycle or mower wheel loads in accordance with Section 339 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Apply soil treatment to foundation soil using a pre- emergent herbicide approved for use under paved surfaces; applied
4.2.1.4.1	such as bike paths, sidewalks, pavement under guardrail etc. Pave with any plant-mixed hot bituminous mixture that produces a finished pavement which will not distort or mar under bicycle or mower wheel loads in accordance with Section 339 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Apply soil treatment to foundation soil using a pre- emergent herbicide approved for use under paved surfaces; applied in accordance with the label.

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

# 4.2.2 Milling of Existing Asphalt Streets or Parking Lots:

4.2.2.1	Remove existing asphalt pavement by milling to improve the readability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing or to completely remove existing asphalt.
4.2.2.2	Provide a milling machine capable of maintaining depth of cut and cross slope that will achieve the results of the specifications provided by the County. Use a machine with a minimum overall length (out to out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet. Equip the milling machine with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results. The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
4.2.2.3	Core samples of the existing asphalt surface shall be required in order to determine the appropriate milling depth. Asphalt cores shall be taken a minimum of every 500 linear feet.
4.2.2.4	Mill existing streets or portions of existing streets in accordance with Section 327 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
4.2.2.4	Mill depth shall be an average of 1", 1 $\frac{1}{2}$ " or 2" as directed by the County.
4.2.2.5	Milled areas should be overlaid as soon as possible to prevent dust problems or damage.
4.2.2.6	All damage due to dust or otherwise entailed in this project will be the responsibility of the Contractor and should be bid this way.
4.2.2.6	All excess milled material becomes the property of the Contractor.
4.2.2.7	Payment will be on a square-yard per depth basis for plan quantity area for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

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#### 4.2.3 Testing:

Testing of material will be performed to ensure compliance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. All acceptable field and laboratory tests will be at the County's expense. Failings test will be paid by the Contractor.

4.2.4.1 Asphalt Testing: One (1) set of the following tests for each 200 tons placed or one (1) set per day if less than 200 tons placed.

SP-01. Price per linear feet (LF) will include but not be limited to: cleaning, all MOT required and approved by the County or Deputy Administrator, hauling and disposal, all labor, equipment and material necessary to remove existing asphalt. Cleaning and preparing surface for tack coat.

SP-02. Maintenance of Traffic Plan (MOTP) acceptable to the County, must be submitted and followed for each assignment. If a State highway is involved a FDOT/MOTP will be required.

SP-03. All application methods, material and configurations shall be in accordance with the applicable section of

- A) <u>FDOT Standard Specifications for Road and Bridge Construction, Latest Edition</u>, Sections 300, 320, 327, 330, 334, 339, 901, 902, 916, 917
- B) <u>Manual on Uniform Traffic Control Devices (MUTCD), including Part VI</u> (Latest Edition) Published by Federal Highway Administration

SP-04. Bidder is not required to be an F.D.O.T. approved vendor, but the County reserves, at its sole discretion, the right to reject any bidder for any reason whatsoever.

SP-05. Certification (satisfactory to the County) must be furnished to the County that materials meet or exceed FDOT specifications.

END OF SPECIFICATIONS

CWRder Ts. CONTRACTING

#### V. BID PROPOSAL Page 1 of 2 BID NO: 2019-05 OKEECHOBEE COUNTY ASPHALT RESURFACING AND NEW ROAD CONSTRUCTION

The undersigned bidder has carefully examined the bid documents and the contract documents, the site of work and is familiar with the nature and extent of the work, and any local conditions that may in any manner affect the work to be done and the equipment, materials, labor and expertise required and accordingly submits the following bid:

ITEM NO. 1: Furnish and place SP - 9.5 (Superpave) Asphalt, including tack coat:

1 to 20 Tons	S 247.90	/Ton
20 to 50 Tons	S 156.00	/Ton
Over 50 Tons	S 128.40	/Ton

ITEM NO. 2: Mill Transitions in existing asphalt five feet (5') wide with a minimum depth of one inch (1'') at the tie in location to zero inches (0''). The linear foot price shall be the total length of the milled joint at the tie

1' to 20'	S 32.00	/Linear Foot
21' to 100'	S 14.50	/Linear Foot
Over 100'	S11.00	/Linear Foot

ITEM NO. 3: Asphalt Milling, Removal and Disposal - 1" Average Depth:

S 65.15	/Square Yard
S25.00	/Square Yard
S11. 50	/Square Yard
S 6. 30	/Square Yard
	S25.00 S11.50

ITEM NO. 4: Asphalt Milling, Haul to County Stockpile\* - 1" Average Depth:

0 to 100 S.Y.	\$69.00	/Square Yard
101 to 500 S.Y.	S 29.00	/Square Yard
501 to 1000 S.Y.	S15.50	/Square Yard
Over 1000 S.Y.	\$7.20	/Square Yard

/Day

\* County stockpile is located at 2442 US Highway 441 North (access is from NW 23nd Lane just west of US 441)

ITEM NO. 5: Full Size (7' +/-) Road Miller \$5,800.00

### IFEM NO. 6: Painted Pavement Markings

6" Solid White 0 - 2000 If	\$4.25	/Linear Feet
6" Solid White 2001 to 5000 If	\$0.60	Ainear Feet
6" Solid White over 5000 If	\$ 0.50	_/Linear Feet
6" Solid Yellow 0 - 2000 lf	\$4.25	/Linear Feet
6" Solid Yellow 2001 to 5000 lf	\$ 0.60	Almear Feet
6" Solid Yellow over 5000 lf	\$ 0.50	/Linear Feet
6" 10'- 30' Skip White 0-1 mi	\$1,925.00	/Gross Mile
6" 10'- 30' Skip White 1 to 5 mi	\$1,700.00	Gross Mile
6" 10'- 30' Skip White over 5 mi	\$1,200.00	/Gross Mile
6" 10' - 30 Skip Yellow 0-1 mi	\$ <u>1,925.00</u>	/Gross Mile
12" Solid White 0 - 500 lf	s 1.60	/Linear Feet
12" Solid White over 500 If	\$1.10	/Linear Feet
24" Solid White 0 - 100 If	\$ 3.25	/Linear Feet
24" Solid White over 100 If	\$ <u>2.75</u>	/Linear Feet

Does the bidder take any exceptions to the Bid Specifications? Yes \_\_\_\_\_ No X\_\_\_\_\_\_ No X\_\_\_\_\_\_ If "Yes", please detail those exceptions on this form. [Additional signed & dated sheets may be used].

VL Bid proposal

Acknowledgement of Addendums: (Initial and date)

Addendum:	Number 1:3.	G_Initial	03-15-2019	Date
Addendum:	Number 2:	Initial		Date
Addendum:	Number 3:	Initial		Date

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# SUPPLEMENTARY PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This Contract is subject to state and federal laws, rules, and regulations due to the County's receipt of federal funds necessary to enter into this Contract. Federal laws and regulations as applicable to the Contractor's scope of work, including, but not limited to those enumerated in the following subparagraphs, are incorporated into this Contract unless otherwise provided in the solicitation, bid documents, specific program, or funding award, or unless excluded by law. Some provisions have thresholds and exclusions that may apply due to the contract amount, solicitation, bid documents, specific program, or funding award. The Contractor is advised to be aware of the specific requirements of the federal funding source for this Contract.

- a. **GENERAL:** 2 C.F.R. 200.326 as described in Appendix II to Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards;
- b. USDA: 7 C.F.R. 624 USDA, NRCS Emergency Watershed Protection;
- c. FEMA: FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; and any other Federal rule, regulation or policy relating to disaster repair, reconstruction and debris. Further, Contractor hereby declares that Contractor, its principles, and its subcontractors are not currently debarred or suspended by federal or state law.

Contractor and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

#### 1. TERMINATION FOR CAUSE AND/OR CONVENIENCE.

- 1.1 The County, by written notice to the Contractor, may terminate this Contract with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the Contractor will not incur any new obligations for the terminated portion of this Contract after the Contractor has received notification of termination.
- 1.2 If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of this Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

#### 2. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Contract, the Contractor agrees as follows:

- 2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 2.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

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of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 2.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.7 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.8 The Contractor will include the portion of the sentence immediately preceding paragraph 2.1 and the provisions of paragraphs 2.1 through 2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 3. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT.

- 3.1 Applicability of Davis-Bacon Act and the Copeland "Anti-Kickback Act."
  - 3.1.1 All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix 11,§ D.
  - 3.1.2 FEMA funded projects: The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs. including the Public Assistance Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."
  - 3.1.3 NRCS funded projects: Emergency Watershed Protection projects may not require compliance with the Davis-Bacon Act. Refer to the proposal, bid specifications, or specific grant award funding the project.
  - 3.1.4 Other federally funded projects: If not indicated in the County invitation to bid, it is incumbent upon

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the Contractor to inquire as to the federal funding sources to determine the applicability of The Davis-Bacon Act. and the Copeland "Anti-Kickback Act."

- 3.2 If the Contract is a construction contract in excess of \$2,000.00 the Contractor must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, § D.
- 3.3 Compliance with the Copeland "Anti-Kickback" Act. If the Contract is subject to the Davis-Bacon Act, the Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
  - 3.3.1 The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Contracts involving FEMA funds or projects seeking FEMA reimbursement shall be deemed to incorporate the following additional provisions:
    - 3.3.1.1 <u>Contractor</u>. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
    - 3.3.1.2 <u>Subcontracts.</u> The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
    - 3.3.1.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 4. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- 4.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.1 of this section.
- 4.3 Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.2 of this section.
- 4.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs

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4.1 through 4.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.1 through 4.4 of this section.

#### 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the Contract involves the performance of experimental, developmental or research work under that "funding agreement", the contractor must comply with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding federal agency.

#### 6. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

- 6.1 Applicability. The provisions of this section 6 apply to Contracts of amounts in excess of \$150,000.00.
- 6.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the County and the Regional Office of the Environmental Protection Agency (EPA).
- 6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00.

#### 7. SUSPENSION AND DEBARMENT

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

#### 8. BYRD ANTI-LOBBYING AMENDMENT

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

#### 9. **RECOVERED MATERIALS**

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding

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fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

- 9.2 Additional FEMA Requirements.
  - 9.2.1 The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Contracts involving FEMA funds or projects seeking FEMA reimbursement shall be deemed to incorporate the following additional provisions:
    - 9.2.1.1 Changes Orders. To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
    - 9.2.1.2 Any Change Order that would be outside the scope of the County's grant or cooperative agreement or would otherwise be non-reimbursable under FEMA disaster relief guidelines, must state that fact in the Change Order.

#### 10. RECORDS

- 10.1 Contractor shall provide, when requested, access by the County, federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 10.2 Contractor shall retain all records associated with this Contract for three (3) years after final payments and all other pending matters are closed.
- 10.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

#### 11. REMEDIES

- 11.1 In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Contract, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
  - 11.1.1 Withhold or suspend payment of all or any part of a request for payment.
  - 11.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - 11.1.3 Exercise any corrective or remedial actions, to include but not be limited to:
    - 11.1.3.1 requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
    - 11.1.3.2 issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
    - 11.1.3.3 advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
    - 11.1.3.4 requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.
- 11.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

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#### 12. USE OF FEDERAL AGENCY SEALS, LOGOS AND FLAGS.

The Contractor shall not use the seal(s), logo(s), crest(s), or reproduction(s) of flags of any funding federal agency or likenesses of a federal agency officials without specific written preapproval of that agency. Agencies include, but are not limited to Department of Homeland Security (DHS); Federal Emergency Management Agency (FEMA); United States Department of Agriculture (USDA); National Resources Conservation Service (NRCS); U.S. Department of Transportation (USDOT); Federal Highway Administration (FHWA) and U.S. Environmental Protection Agency (USEPA). Use of a U.S. government work in a way that implies endorsement by a U.S. Government Agency, official or employee is prohibited.

#### 13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgment and agreement that federal financial assistance will be used to fund the Contract only. The contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

#### 14. NO OBLIGATION BY FEDERAL GOVERNMENT.

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

#### 15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

#### 16. FEDERAL-AID CONSTRUCTION CONTRACTS FOR HIGHWAY PROJECTS REQUIRING ATTACHMENT OF FORM FHWA-1273.

Where the attachment and compliance with the provisions of Form FHWA-1273 is required, any provision of the Contract or other provisions of this Supplementary Provisions shall not be construed to amend or waive the provisions of Form FHWA-1273.

#### AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter "this Renewal") is made and entered into effective the 1<sup>st</sup> day of May, 2022, by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and C.W. ROBERTS CONTRACTING, INC., a Florida corporation (hereinafter "CONTRACTOR").

#### <u>WITNESSETH</u>

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY and CONTRACTOR entered into an Independent Contractor's Agreement dated April 1, 2019 (hereinafter the "2019 Agreement"), as amended by an Agreement for Amendment of Independent Contractor's Agreement dated August 13, 2020 (hereinafter the "2020 Amendment"); and

WHEREAS, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the COUNTY; and

WHEREAS, the 2019 Agreement provided for a three (3) year Term commencing May 1, 2019, and provided for two (2) additional one (1) year terms, upon written agreement by the parties, and the parties are desirous of extending the 2019 Agreement, as amended by the 2020 Amendment; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

- 1. Recitals. The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
- 2. Renewal. The 2019 Agreement as amended by the 2020 Amendment is hereby renewed and extended for an additional one (1) year term, through April 30, 2023.
- Amendment. The 2019 Agreement is hereby amended to include the following provision: E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-

[1020-00030959.1ADMIN]

Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2019 Agreement dated April 1, 2019, as amended by the 2020 Amendment dated August 13, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Renewal Agreement on the day and date first written above.

> **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida

TERRY W. BURROUGHS, CHAIRMAN BOARD OF COUNTY COMMISSIONERS 2022 Date:

(Seal)

ATTEST:

Clerk

D D. BRYANT, CLERK THE CIRCUIT COURT & COMPTROLLER OKEECHOBEE COUNTY, FLORIDA

#### C.W. ROBERTS CONTRACTING, INC.

ROBERT P. FLOWERS, as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

lin Robert Delisle, Secretary

[1020-00030959.1ADMIN]

2



## CITY OF OKEECHOBEE, PUBLIC WORKS

To:	Gary Ritter
From:	David Allen
Date:	1/26/2023
Re:	Shenandoah South 4 <sup>th</sup> Street pipe lining project PO request

The Public Works Department is requesting a purchase order in the amount of \$1,000,000.00 to Shenandoah General Construction for lining 0.57 miles (3,009 feet) of 30" to 48" storm water pipe located on South 4<sup>th</sup> Street, from SW 5<sup>th</sup> Avenue to SE 6<sup>th</sup> Avenue. The estimated cost of the project from Shenandoah is \$967,795.96. The requested amount includes a 5% contingency to address issues such as excess sediment removal and pipe diameter errors on outdated City Storm Water Maps (1997). The funding for this project will use ARPA funds

The portion of the pipe located under US 441 (Parrott Ave) is excluded from this project. This section of pipe is part of a FDOT project and will be replaced by FDOT. Additionally, the section of pipe East of SE  $6^{th}$  Avenue is being evaluated for work as part of the SE  $4^{th}$  Street FDEP funded grant project.

This segment of stormwater pipe is the backbone of the system South of Park Street. The ageing condition of the pipe has necessitated numerous repairs to the roadway above the pipe over the last several years. As the pipe continues to age, the pavement issues that need to be addressed will increase. The lining process used to rehabilitate the existing concrete stormwater pipe currently in place should extend the life by more than 30 years.

The agreement with Shenandoah for this project is a piggyback on an agreement between Shenandoah and Broward Collage. The City used this contractor to perform the same type of work on SW 2<sup>nd</sup> Avenue at SW 8<sup>th</sup> Street. The contractor performed excellent work and we have been very satisfied with the work performed.



1888 NW 22nd Street (772) 202-3260

Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL #P23885

DATE: January 18, 2023 SUBMITTED TO: Okeechobee, City of STREET: 55 Southeast 3rd Avenue CITY, STATE & ZIP: Okeechobee, FL 34974 PHONE: (863) 763-3926 FAX: EMAIL: dallen@cityofokeechobee.com JOB NAME: SE 4th Street Outfall ATTENTION: David Allen

We propose to furnish a crew and all necessary equipment to clean, televise, and install 30", 36", 42" and 48" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a Piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 30"	(at \$2.00 Per L.F.)	286 L.F.	\$572.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	45 L.F.	\$112.50
Medium Cleaning and Sediment Removal 42"	(at \$3.25 Per L.F.)	317 L.F.	\$1,030.25
Medium Cleaning and Sediment Removal 48"	(at \$3.50 Per L.F.)	2361 L.F.	\$8,263.50
Storm Drain Video Observation 0-48"	(at \$6.00 Per L.F.)	3009 L.F.	\$18,054.00
Install 30" CIPP	(at \$154.99 Per L.F.)	286 L.F.	\$44,327.14
Install 36" CIPP	(at \$191.22 Per L.F.)	45 L.F.	\$8,604.90
Install 42" CIPP	(at \$275.35 Per L.F.)	317 L.F.	\$87,285.95
Install 48" CIPP	(at \$338.52 Per L.F.)	2361 L.F.	\$799,245.72
Total:			\$967,795.96

#### **Estimated Total:**

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.



1888 NW 22nd Street (772) 202-3260

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO. Louis Woska

TITLE Estimator DATE 01/18/2023

Pompano Beach, FL, 33069

shenandoahus.com

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

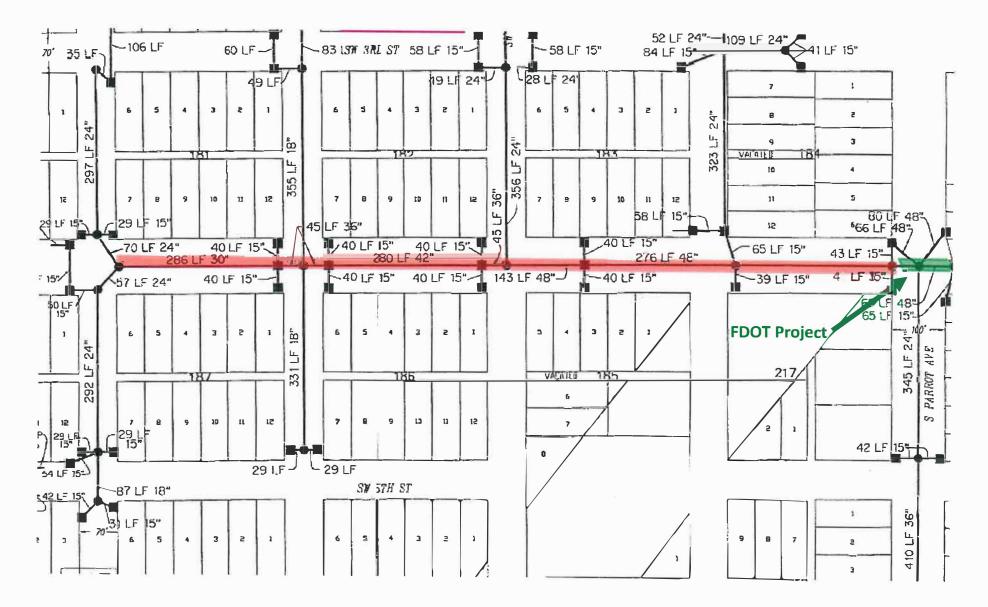
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_

COMPANY NAME: REPRESENTATIVE: DATE: TITLE:

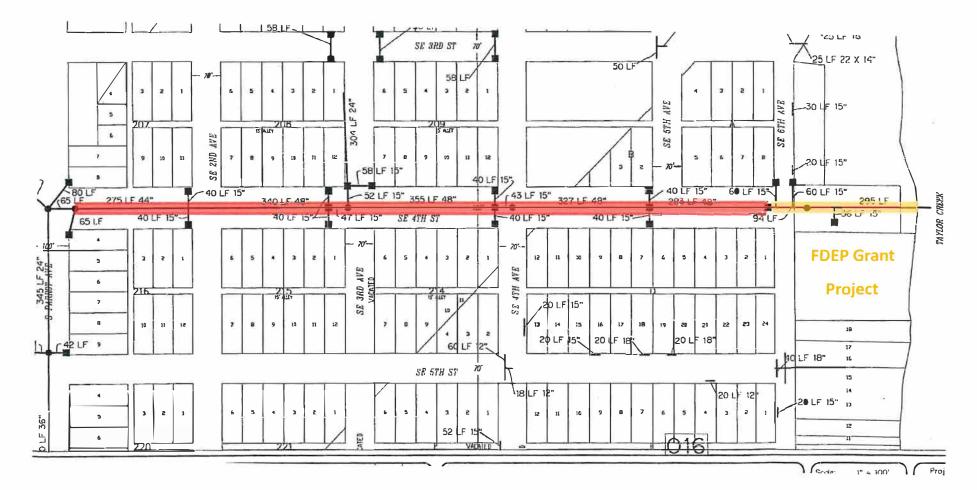
This document is the property of Shenandoah General Construction. It is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication of this document is strictly prohibited. If you are not received this document in error, notify us immediately by telephone (954) 075-0098 or Email: help@shenandoahus.com and destroy this document immediately. If this is an electronic communication then delete immediately.

Page 2 of 2



South 4th Street CIPP Pipe Lining Project





**South 4th Street CIPP Pipe Lining Project** 



#### PIGGYBACK AGREEMENT BETWEEN CITY OF OKEECHOBEE AND SHENANDOAH GENERAL CONSTRUCTION COMPANY, A FLORIDA LIMITED LIABILITY COMPANY

**THIS PIGGYBACK AGREEMENT** ("Agreement") is made and entered into between the CITY OF OKEECHOBEE (the "CITY"), a political subdivision of the State of Florida who address is 55 SE 3<sup>rd</sup> Avenue, Okeechobee, FL 34974, and Shenandoah General Construction Company, LLC (the "CONTRACTOR"), a Florida corporation, whose address is 1888 Northwest 222nd street, Pompano Beach, Florida (hereinafter collectively referred to as the "Parties").

WHEREAS, the CITY desires to procure storm drain cleaning, repair, and maintenance services with and through professionals duly licensed and qualified to provide such services;

WHEREAS, the District Board of Trustees of Broward College, Florida (the "College") entered into a Contract for Services (the "Contract") with the CONTRACTOR on or about November 27, 2018.

WHEREAS, the College renewed the Contract on or about November 27, 2022.

**WHEREAS**, CONTRACTOR has demonstrated capability to provide the CITY with Storm Drain Cleaning, Repairs, and Maintenance services contemplated by this Agreement;

WHEREAS, the CITY has determined that the Contract with the College meets the requirements of the State of Florida and CITY Procurement Code and is an acceptable agreement upon which the CITY and CONTRACTOR may establish an Agreement;

**WHEREAS**, the CONTRACTOR agrees to extend the terms, conditions, and pricing of the Contract with the CITY, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the CITY has determined that entering into this Agreement with the CONTRACTOR is in the best interests of the CITY.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this CITY Agreement by reference.

2. **Scope of services**. CITY hereby retains CONTRACTOR to furnish the services that are described in the Scope of Services which is attached hereto as **Exhibit A**, and incorporated herein by reference.

3. Terms and Conditions. Except as otherwise stated herein, the terms and conditions of the Contract entered into with the College shall constitute the terms and conditions of this Agreement. A true and correct copy of the Contract is attached hereto as **Exhibit B** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit B** will be resolved in favor of the body of this Agreement.

4. **Agreement Term and Commencement of Services.** This Agreement has an initial term of one (1) year, beginning February 1, 2023, and ending January 31, 2024, and may be renewed for up to two additional one-year terms, upon agreement of the Parties in writing, unless sooner terminated under the terms of this Agreement.

5. **Payment.** CITY agrees to compensate CONTRACTOR for work actually performed under this Agreement at the rate/basis described in **Exhibit B**. The CITY reserves the right to withhold amounts in the event of the non-performance of all or part of the CONTRACTOR's obligations under this Agreement.

6. **Termination.** This Agreement may be terminated by the CITY in whole or in part at any time with or without cause by the CITY providing CONTRACTOR with written notice not less than third (30) days prior to the date of termination.

7. **Notices.** All notices to the Parties under this Agreement must be in writing and sent via certified mail to City Administrator, City of Okeechobee.

8. **Insurance.** CONTRACTOR must maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- a. The insurance coverage required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit for disease;
  - ii. Commercial General Liability ("CGL") insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$3,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
- iv. Fire damage liability shall be included at \$1,000,000.00.

9. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

10. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

11. **Independent contractor.** CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

12. **Indemnification.** CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy. The indemnification provisions of this paragraph will survive the termination of this Agreement.

13. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

14. **Public records.** CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from 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, or as otherwise provided by law.
- c. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - i. "Public records" is defined in Section 119.011(12), Florida Statutes, as may be, from time to time, amended.
  - ii. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LANE GAMIOTEA, CITY CLERK, 863-763-3372; EMAIL: <u>lgamiotea@cityofokeechobee.com</u>; MAILING ADDRESS: City of Okeechobee, 55 SE 3<sup>rd</sup> Avenue, Room 100, Okeechobee, FL 34974.
- 15. General Provisions. The following general provisions apply to this Agreement:
  - a. **Entire Agreement.** This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- b. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- c. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- d. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY 's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- e. Law; Venue. This Agreement is being executed in Okeechobee County, Florida, and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.

**IN WITNESS WHEREOF,** the Parties hereto have signed and sealed this Agreement effective the date first written above.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Shenandoah General Construction Company, LLC, a Florida limited liability company.

## Shenandoah General Construction Company, LLC

By:

(Print name)

Its:

(Title)

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by the Okeechobee City Council.

City of Okeechobee, Florida, a municipal corporation of the State of Florida

By:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

Attest:

Approved as to Form and Legality for Okeechobee County:

John J. Fumero, City Attorney

#### AGREEMENT EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide Storm Drain Cleaning, Repairs, and Maintenance at CITY-wide locations as identified and described by the CITY facilities department. CONTRACTOR shall provide the services on an as-needed and project-by-project basis, based on the needs of the CITY, which will be described in subsequent purchase orders to be issued.



PROCUREMENT SERVICES Cypress Creek Administrative Center 6400 N.W. 6<sup>th</sup> Way, Fort Lauderdale, FL 33309 Phone 954-201-7455/Fax 954-201-7330

March 16, 2021

Ms. Margaret Lary Shenandoah General Construction LLC 1888 NW 22<sup>nd</sup> Street Pompano Beach, FL33069 via e-mail: m.lary@shenandoahus.com

Dear Ms. Lary,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional twelve (12) months pursuant to Broward College <u>Storm Drain Cleaning, Repairs and Maintenance</u>, contract <u>RFP-2018-167-EH</u>, for uninterrupted services for college-wide locations.

Therefore, let this act as notice, and if agreeable to the twelve (12) month renewal at the same pricing, terms and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330 or email as a PDF to <a href="mailto:ehunt@broward.edu">ehunt@broward.edu</a>.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the satisfactory service and hope our association continues in the same manner for both parties.

#### CONTRACT PERIOD: November 27, 2021 through November 26, 2022

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at <u>ehunt@broward.edu</u> or (954) 201-5317.

Sincerely,

----- DocuSigned by:

Zaida Riollano 582218400054484

Zaida Riollano, CPPB District Director, Strategic Sourcing

Cc: Marcus Wilson, Interim AVP, Facilities Collegewide Maintenance File RFP-2018-167-EH

TYPED/PRINTED NA	ME and TITLE: Daniel DiMura, President	
SIGNATURE:	NV	

DATE: March 17, 2021

Signee warrants that he or she has full legal power to execute this document on behalf of the stated firm.



PROCUREMENT SERVICES Cypress Creek Administrative Center 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309 Phone 954-201-7455/Fax 954-201-7330

September 19, 2022

SHENANDOAH GENERAL CONSTRUCTION LLC 1888 NW 22nd Street Pompano Beach, FL 33069

Attention: Daniel DiMura, President Email: <u>d.dimura@shenandoahus.com</u>

Dear Mr. DiMura,

This letter shall serve to provide notice of Broward College's intent to exercise the second renewal option for an additional one year pursuant to the Broward College Contract <u>RFP-2018-167-EH</u> for <u>STORM</u> <u>DRAIN CLEANING, REPAIRS AND MAINTENANCE</u>, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same terms and conditions, please sign below and return <u>original copy</u> for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to <u>oaponte@broward.edu</u>.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

#### CONTRACT PERIOD: November 27, 2022 through November 26, 2023

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email <u>oaponte@broward.edu</u>.

Sincerely,

DocuSigned by: 1

Alan Hansen Associate Vice President, Procurement & Risk Management

Cc: Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance RFP-2018-167-EH File

TYPE/PRINT NAME	TITLE
Daniel DiMura	President
SIGNATURE	DATE 09/20/2022
Signee warrants that he or she has full legal power to e	execute this document on behalf of the stated company.



# Storm Drain Cleaning, Repairs and Maintenance RFP-2018-167-EH





www.broward.edu

Cypress Creek Administrative Center 6400 N.W. 6th Way, Fort Lauderdale, FL 33309 Phone 954-201-7455/Fax 954-201-7330 broward.edu/community/vendor

#### SUPERCEDES LETTTER DATED NOVEMBER 30, 2018

October 8, 2019

Ms. Margaret Lary, Shenandoah General Construction Company 1888 NW 222<sup>nd</sup> St. Pompano Beach, FL 33069

email: margaret.lary@shenandoahconstruction.com

Dear Ms. Lary:

This is to confirm that your response for <u>Storm Drain Cleaning</u>, <u>Repairs and Maintenance (term contract)</u>, contract <u>RFP-2018-167-EH</u>, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within ten (10) days of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: "The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 N.W. 6<sup>th</sup> Way, Fort Lauderdale, FL 33309". Please include the solicitation number on the certificate.

We request that your firm register as a vendor with Broward College; this will allow us to issue purchase orders or make payments against invoices to your company. To register, please use the following link to complete the process: http://www.broward.edu/community/vendor/Pages/default.aspx

The initial term of this contract is thirty-six (36) months from the date of this contract award. This contract includes three (3) additional, one-year renewal options subject to the College's approval. The Procurement Services Office reserves the right to issue each Option-to-Renew, in the best interest of the College. The initial term shall be:

#### CONTRACT PERIOD: November 27, 2018 through November 26, 2021

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely

Zaida Riollano, CPPB District Director, Strategic Sourcing

Attachment: fully executed contract

cc: RFP-2018-167-EH File Kenneth Klindt, Senior AVP, Facilities Management Sean Devaney, AVP, Facilities Collegewide Maintenance



#### CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of	2018 between
the District Board of Trustees of Broward College, Florida ("College")	and
Shenandoah General Construction Company	("Vendor")
(collectively, the "Parties"), will be in effect until 3 years after execution	("Contract").

#### **1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of <u>Sean Devaney</u>, <u>sdevaney@broward.edu</u>. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

#### 2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

### 3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

#### 4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

#### 5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

#### 6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

#### 7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

#### 8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

#### 9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

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Contract for Services

SBL 1/26/2017

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

#### **10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

#### 11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

#### 12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

#### **13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

#### 14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

#### **15. ENTIRE AGREEMENT.**

OPU 10. 1 0000000 0201 1001 00 10 0111200000100

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

#### 16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

#### **17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

#### 18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

#### **19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

#### 20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

#### 21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

#### 22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$3,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

#### 23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

#### 24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

#### 25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

#### 26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

#### 27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

#### 28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

#### 29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services. Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

<u>Vendor who has long term onsite workers performing work at College facilities agrees to be</u> <u>bound by the College policies and standards of conduct listed in the "Contractor Policy Code</u> <u>Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."</u>

#### 30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. <u>Vendor is strictly</u> prohibited from releasing any statements to the media regarding work performed under this <u>Contract without the review, and the express prior written approval of the College. The College's</u> approval is at its sole discretion; however, such approval will not be unreasonably withheld.

#### **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

#### 32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS. Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C." Sy

College

Vendor

#### FOR VENDOR USE ONLY

Vendor Name (type)	Shenandoah General Const. Co.	Tax II	) No.	59-1707673
Authorized Representative	Daniel DiMura	Title	Vice	President
Address	1888 NW 22 Street, Pompano Beach, FL 33069	Teleph	one	954-975-0098
			IONC	
Signature of Vendor		Date	$_{\parallel}$	126 JIK
Attested By Name (type)	Kenneth R Jackson	Title	Sa	c Treas
Signature of Attester	Kennet Dach	Date S	Signed	1-11/26/18

### FOR COLLEGE USE ONLY

Contract Originator Name		Title	
Signature		Date	
AVP/Dean Name			
Signature		Date	
Campus President/VP Name			
Signature		Date	
Senior Vice President	Thomas W. Olliff	Title SVP, Administrative Servic	es
Signature	Thomas W. Olliff	Date 11/27/2018	
IF REQUIRED			
College President Name			
Signature Approved as to Form and Le	egality	Date	
Signature	·	Date	
Board Chairperson Name			
Signature		Date	
	*		

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Contract for Services

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#### **Contract for Services**

#### Statement of Work

#### Exhibit "A"

**CONTRACT TERM AND RENEWALS:** The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from each Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

This contract includes the terms and conditions and provisions of RFP-2018-167-EH and the Vendors response. In the event of a conflict between the documents, the order of priority shall be as follows:

- 1) Contract
- 2) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- 3) RTQ
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter
- 5) Vendor response/proposal

#### **SCOPE**

Vendor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

#### LICENSE(S)

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;



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OR

#### CERTIFIED PLUMBING CONTRACTOR;

OR

#### CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

#### BROWARD COUNTY:

#### CERTIFIED BUILDING CONTRACTOR CLASS "A";

#### (MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

#### CENTRAL MASTER PLUMBER;

#### (MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

#### GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

#### PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

#### PERMITS/FEES

College will pay permit fees directly to its Consultant(s); Storm Drain Vendor is not required to pay permit fees.

Other than permit fees, the Vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Vendor will invoice the College for reimbursement. No mark-up shall be allowed.

#### DEBRIS, WASTE AND CHEMICALS



Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

#### **SUBCONTRACTORS**

Due to environmental and liability concerns, no subcontracting will be allowed.

#### TRAFFIC CONTROL

Vendor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

#### RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The Vendor shall stand ready and be available to perform overtime work when requested to do so by the owner.

Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have six (6) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Vendor(s) shall provide a contact person to ensure twenty-four hours response.



# **EMERGENCY CALL-OUT**

Emergency call-out is responding on short notice to perform any of the sevices listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Vendor(s). Vendor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

## PROTECTION OF EXISTING FACILITIES

The Vendor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

## **CLEANING UP**

The Vendor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

## CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

### Contract for Services Prices Exhibit A-1

				UNIT PRICE to two decimal				
ITEM	DESCRIPTION	UNIT	QUANTITY	places)	TOTAL			
	TV Viewing							
1	Storm Drain {Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00			
2	Storm Drain {Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$20.00	\$20.00			
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$30.00	\$30.00			
	Plug Installation & Removal {Includes Minimum Weekly Rental) for:							
4	O" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00			
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$5.00	\$5.00			
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$10.00	\$10.00			
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$15.00	\$15.00			
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$25.00	\$25.00			
	Pumping							
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$25.00	\$25.00			
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00			
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00			
	GENERAL MAINTENANCE AND REPAIRS							
	Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe							
12	Slip Lining 15" Pipe	Linear Ft	1	\$67.00	\$67.00			
13	Slip Lining 18" Pipe	Linear Ft	1	\$75.00	\$75.00			
14	Slip Lining 24" Pipe	Linear Ft	1	\$80.00	\$80.00			
15	Slip Lining 30" Pipe	Linear Ft	1	\$95.00	\$95.00			
16	Slip Lining 36" Pipe	Linear Ft	1	\$130.00	\$130.00			

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				UNIT PRICE (to two decimal	
ITEM	DESCRIPTION	UNIT	QUANTITY	places)	TOTAL
17	Slip Lining 42" Pipe	Linear Ft	1	\$182.00	\$182.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$305.00	\$305.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$322.00	\$322.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$370.00	\$370.00
21	CIPP 15" Pipe 15 x 6.7 mm {Buria   Depth is 0-6')	Linear Ft	1	\$70.00	\$70.00
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12')	Linear Ft	1	\$75.00	\$75.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$85.00	\$85.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$96.00	\$96.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$105.00	\$105.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$121.00	\$121.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$126.00	\$126.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$146.00	\$146.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$210.00	\$210.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$210.00	\$210.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$258.00	\$258.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$259.00	\$259.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$431.00	\$431.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$431.25	\$431.25
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$573.00	\$573.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$550.00	\$550.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$671.00	\$671.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$661.00	\$661.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$772.00	\$772.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$895.00	\$895.00

				UNIT PRICE (to two decimal	
ITEM	DESCRIPTION	UNIT	QUANTITY	places)	TOTAL
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,100.00	\$1,100.00
	PIPE CLEANING	a standard	6.211480 S.G.R.		
	Pipe Cleaning and Sediment removal (Light Cleaning)				
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.75	\$0.75
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.00	\$1.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
	Pipe Cleaning and Sediment Removel (Medium Cleaning)				
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.25	\$1.25
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.50	\$1.50
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.00	\$2.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Remova ! 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00

				UNIT PRICE (to two decimal	
ITEM	DESCRIPTION	UNIT	QUANTITY	places)	TOTAL
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
	Pipe Cleaning and Sediment Removal (Heavy Cleaning)				
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	ະ 1	\$5.50	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.25	\$10.25
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00	\$17.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00	\$19.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00	\$19.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00	\$20.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00	\$21.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$23.00	\$23.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$27.00	\$27.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$38.00	\$38.00
	Pipe Cleaning and Sediment Removal (Specialty Cleaning)				
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Remova   18" Pipe	Linear Ft	1	\$10.00	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Remova   30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$15.00	\$15.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$30.00	\$30.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00

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					UNIT PRICE	
ITEM	DESCRIPTION		UNIT	QUANTITY	(to two decimal places)	TOTAL
92	Cleaning and Sediment Removal 66" Pipe	4	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe		Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe		Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe		Linear Ft	1	\$70.00	\$70.00
55	Open Cut / Headwall Repairs & Other Services					
96	Construction Foreman		Hour	1	\$55.00	\$55.00
97	Equipment Operator		Hour	1 .	\$150.00	\$150.00
98	Laborer		Hour	1	\$35.00	\$35.00
99	Pipe Layer		Hour	1	\$37.00	\$37.00
100	Welding (Above & Below Water)		Hour	1	\$75.00	\$75.00
101	Diving Crew (3 Man Team) Certified		Hour	1	\$450.00	\$450.00
102	Crane 100 Ton & Below		Hour	1	\$80.00	\$80.00
103	Track or Wheeled Excavator		Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)		Hour	1	\$60.00	\$60.00
105	Wheel Loader		Hour	1	\$40.00	\$40.00
106	Backhoe Loader		Hour	1	\$30.00	\$30.00
107	Bulldozer		Hour	1	\$15.00	\$15.00
108	Double Drum Compactor		Hour	1	\$15.00	\$15.00
109	Vibratory Plate Compactor Hr.		Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer		Hour	1	\$30.00	\$30.00
111	De-Watering		Hour	1	\$85.00	\$85.00
112	Asphalt Pavement Replacement		Tons	1	\$170.00	\$170.00
113	Lime Rock		Tons	1	\$50.00	\$50.00
114	Dirt		Tons	1	\$25.00	\$25.00
115	Driveway Restoration (4" thick) Removal and Installation		Sq. Ft.	1	\$25.00	\$25.00
116	Driveway Restoration (6" thick) Removal and Installation		Sq. Ft.	1	\$30.00	\$30.00
117	Mitered Ends		Sq. Ft.	1	\$45.00	\$45.00

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				UNIT PRICE (to two decimal	
ITEM	DESCRIPTION	UNIT	QUANTIT	Y places)	TOTAL
118	Pressure Grout Injection	Joints	1	\$225.00	\$225.00
119	Bahia Sod	Sq. Ft.	1	\$1.30	\$1.30
120	Floratan Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Rip Rap Rubble 6" - 12"	Tons	1	\$75.00	\$75.00
122	Rip Rap Bag (80 lb. Bags)	Each	1	\$12.00	\$12.00
123	Concrete Pillow Blanket slope protection	Square Yard	1	\$55.00	\$55.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1	\$400.00	\$400.00
125	Mobilization Fee	Each	1	\$300.00	\$300.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1	10	\$10.00
				GRAND TOTAL:	\$13,334.30

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#### PRICE PROPOSAL FORM (ATTACHMENT E) Broward College RFP-2018-167-EH Storm Drain Cleaning, Repairs and Maintenance

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## CITY OF OKEECHOBEE CODE ENFORCEMENT SPECIAL MAGISTRATE HEARING

# CODE ENFORCEMENT FOR THE CITY OF OKEECHOBEE, FLORIDA. Petitioner,

CASE NO: 220128007 Special Magistrate Roger Azcona

vs. PERRY SYLVESTER ARNOLD JR., Respondent(s)

FINAL ORDER ON REQUEST FOR LIEN REDUCTION

**THIS CAUSE** coming to be heard on September 13, 2022, at the City of Okeechobee Code Enforcement Special Magistrate Hearing on the Respondent's request for lien reduction. The Special Magistrate, having given the Respondent's representative, Ms. Pamela Arnold, and witness, Selena Taylor, an opportunity to be heard, and arguments from counsel for the City of Okeechobee, Mr. Greg Hyden, with testimony from Code Enforcement Officers Anthony Smith and Christina Curl, reserved ruling on this matter for further consideration upon thorough review and consideration of the record.

At the time of the hearing on September 13, 2022, Code Enforcement Officer Anthony reiterated the record facts causing the existing lien to accumulate to its present amount of \$5,700.00 and stated the City of Okeechobee was recommending a lien reduction of 75% pursuant to the City's fine reduction schedule, and therefore reducing the lien to \$1,425.00, plus a \$50.00 administrative fee. The total amount due after the City's recommendation is \$1,475.00. The property came into compliance on August 17, 2022, after being found in violation on January 28, 2022. (See transcript for specific details on the testimony of Mr. Smith).

In response, Ms. Pamela Arnold, asked for a complete dismissal of the fines stating Mr. Arnold's special circumstances in his pending guardianship in case 2022-GA-216 in the Circuit Court of Okeechobee where the court declared Mr. Arnold totally incompetent. She stated that "Mr. Arnold

comprehends very little of what is actually being said, so when they said the car needed to be removed along with this being done...what stuck was the car being removed so he called his brother, and his brother immediately went and removed the car..." The family was not aware of the violations until Mr. Arnold went to jail.

Ms. Salena Taylor testified stating that "it was not until a stranger had brought her a letter from her brother's mailbox that she seen the letter from Code Enforcement, and she immediately went to find out what can be done to stop this."

Ms. Christina Curl of the Okeechobee Code Enforcement stated she was at the scene and explained to Mr. Arnold what was going on and that things needed to be corrected. At the time, Ms. Curl felt he acted like he understood what she was saying to him.

City Attorney, Mr. Hyden, asked Mr. Smith if the lien reduction in this case is consistent with the City's Lien Reduction schedule, in which case Mr. Smith affirmed that it is. Mr. Hyden argued that the city has a policy of how they recommend fine reductions and certainly sympathize with the guardianship matters but all residents and applicants have to be treated the same way. He further stated, if we start parceling out that a homeowner is involved in some type of litigation that gets more sympathy than a different type of litigation then the city opens itself up to claims of nepotism, so the city has established a policy by which it provides consistent recommendations on requests for fine reductions. This is a property owner, there is an obligation to maintain the property that was not done, and a fine was imposed pursuant to the rules that govern our staff and the city ordinances. I think the city was consistent with the fine reduction that was recommended so we stand by that fine reduction.

This Court after reviewing the records pertaining to this case, carefully considered the testimony of all witnesses and arguments of both parties, and upon review the Okeechobee Circuit Court's order dated October 3, 2022, in 2022-OS-90 and 2022-GA-216 in re: Guardianship of Perry Sylvester Arnold's "Adjudication as to Incapacity" (copy attached herein), where the Circuit Court finds by clear and convincing evidence after review of the examining committee reports that Mr. Arnold is "completely without the capacity to care for himself or his property" by "means of an unspecified neurocognitive disorder"; therefore, this court will take judicial notice of the Circuit Court's ruling and

finds that a lien reduction by 75%, which comes to the amount of Two Thousand Thirty-Seven Dollars and Fifty Cents (\$2,037.50), including the \$50 administrative fees, under the facts and unusual circumstances of this case remains excessive as outlined above. The property came into compliance in July 26, 2022, since it was first found in violation on January 28, 2022, when it was clearly under the care of Mr. Arnold. This court also reviewed the records in Okeechobee Circuit Court case of Florida vs. Perry Arnold (2022CF00034--copy "Sentence Imposed" attached herein), which corroborates Ms. Pamela Arnold's statement that the respondent was incarcerated in the county jail. The Court record shows Mr. Arnold was sentenced to serve 60 days in the County Jail on May 31, 2022. The plenary guardians, Mr. Vernon Arnold, and Selena Taylor did not become aware of the violations and accumulation of the fines until a later date and acted diligently to correct the code violations. The fines will therefore be reduced further to 100%.

**DONE AND ORDERED** in the City of Okeechobee, Okeechobee County, Florida this <u>10 day</u> of <u>10 day</u> of

ROGER AZCONA, ESQ. Special Magistrate

Copies to: Code Enforcement, City of Okeechobee Mr. Hyden, City Attorney Ms. Pamela Arnold, Respondent's representative