



**REQUEST FOR PROPOSAL
#FY 2009-2010-007**

**EMERGENCY DISASTER DEBRIS
MANAGEMENT SERVICES**

**Prepared by:
City of Hallandale Beach
Department of Public Works and
General Services/Purchasing Department**

NOTICES TO PROSPECTIVE PROPOSERS
MANDATORY PRE-PROPOSAL MEETING

MANDATORY PRE-PROPOSAL MEETING IS SCHEDULED FOR **FRIDAY, JUNE 4, 2010 @ 11:00 A.M.** CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HALLANDALE BEACH, FLORIDA.

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY. IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE YOUR FIRM WILL NOT BE ABLE TO SUBMIT A PROPOSAL.

FEMA GUIDELINES MAY BE DISCUSSED AT THIS MANDATORY PRE-PROPOSAL MEETING.

QUESTIONS AND ANSWERS WILL ONLY BE ADDRESSED AT THE MANDATORY PRE-PROPOSAL CONFERENCE. PLES AE READ THE RFP AND BRING ANY QUESTIONS TO THE MANDATORY PRE-PROPOSAL CONFERENCE.

REQUEST FOR PROPOSAL DUE DATE: **FRIDAY, JUNE 18, 2010 @ 4:00 P.M – RFP #FY2009-2010-007** EMERGENCY DISASTER DEBRIS MANAGEMENT SERVICES.

UNABLE TO SUBMIT REQUEST FOR PROPOSAL? We sincerely hope this is not the case. If your firm cannot submit a RFP at this time, please provide the information requested in the space provided below and return:

WE _____ HAVE RECEIVED THE RFP
COMPANY NAME

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:
TITLE:
STREET ADDRESS: (OR)
P.O. BOX:
CITY:
STATE: ZIP CODE:
TELEPHONE/AREA CODE: ()
EMAIL ADDRESS:

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
REQUESTS FOR PROPOSAL CONTRACT RFP NO. FY2009-2010-007

LIST OF ADMINISTRATOR AND DEPARTMENTS LIASIONS

1.	CITY MANAGER
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	PUBLIC WORKS, CITY'S CONTRACT ADMINISTRATOR
	John Chidsey, Director
	630 NW 2nd Street
	Hallandale Beach, FL 33009
	(954)457-3045
3.	DIRECTOR OF UTILITIES & ENGINEERING
	William M. Brant, P.E.
	630 NW 2nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1623
4.	GENERAL SERVICES/PURCHASING DIVISION DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332 (OR)
5.	GENERAL SERVICES/PURCHASING SPECIALIST
	Joann Wiggins
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	954)457-1331

PUBLIC ENTITY CRIME FORM

NOTICE OF REQUEST FOR PROPOSAL

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2010

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PURPOSE OF PROPOSAL
INTRODUCTION / INFORMATION

I. PURPOSE

The City of Hallandale Beach (City) is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced debris management firm (Contractor) to provide services to the City during emergency events. Emergency events include natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events such as civil unrest and terrorist attacks. The Contractor also may be called upon, throughout the year, to render services to assist the City with special needs and events other than full-scale disasters. The City retains the right to obtain similar services from additional contractors. The City may award a Contract to one or more Contractors.

Services may include, but are not be limited to, large-scale debris removal, separation, storage, processing and disposal; demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; streets and rights-of-way; emergency term construction; provision of ice, water and generators; project management assistance; and assistance with federal and state reporting and reimbursement efforts.

The Contractor will work under the direction of the City's Contract Administrator. The City's Contract Administrator will issue the Notice to Proceed to start work. All payments under the contract resulting from this RFP shall be made only for services approved by the City's Contract Administrator.

II. PROPOSAL MINIMUM REQUIREMENT/QUALIFICATIONS:

ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW.

IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. PROPOSALS WILL BE CONSIDERED ONLY FROM PROPOSERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING SERVICES AS DESCRIBED IN THIS RFP:

In order to be considered Proposers must:

1. Have at least four (4) years of experience in conducting disaster recovery and debris removal operations.
2. Have provided services similar to those required in the RFP to at least three (3) jurisdictions of at least 50,000 people.

3. Have at least four (4) years of experience in providing services as described in this RFP and National Incident Management System (NIMS) compliant in conducting Disaster Debris Management Services.
4. Has complied with all FEMA, FHWA and other applicable federal regulations and applicable state regulations.
5. Be knowledgeable of applicable FEMA and FHWA regulations and applicable state regulations regarding reimbursement to municipalities and shall comply with all such requirements.

Proposers must provide proof of these qualifications with the submission of proposals.

III. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact Purchasing Department at (954)457-1331. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

IV. ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

V. CONTRACT TERM:

The initial Contract period shall be for four (4) fiscal years beginning on the date of acceptance by and signatures of the City and Contractor on the Contract. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

VI. CONTRACT PRICE

FEMA has established a set of cost codes by region and state known currently as FEMA Cost Code Listing (previously known as G.2). The maximum allowed unit prices for performing work will be based on these cost codes, unit of measures, and unit prices. In the event that, based on the nature of the disaster, the current FEMA Cost Code Listing is not sufficient, the Public Works Director or designee shall increase the FEMA Cost Code Listing's unit prices by a specific percentage.

Costs for all services purchased under the Contract shall remain firm for the initial contract period, four (4) fiscal years beginning on the date of acceptance via written execution on the Contract.

Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, increases on the Contract shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjustment costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the Contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

In the event services are scheduled to end because of the expiration of the Contract, the Contractor shall continue the service upon the request of the Public Works Director or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

VII. CONTRACT DOCUMENTS:

In the case that the City and the selected contractor cannot enter into Contract for any reason, City reserves the right to reject remaining proposals or negotiate with other firm(s) until an agreement can be reached.

If the Company President does not sign the Proposal and the Contract, there must be a Secretary's Certificate Form provide to the City of Hallandale Beach, Florida indicating designee.

All legal actions arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court of the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of the Contract.

VIII. SUBMISSION OF PROPOSALS

The following format must be followed for the submission of firm's responses to the RFP.

Provide five (5) complete proposals and one (1) electronic true and exact copy on a CD to include the following:

1. Title Page

It should show the request for proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for one-hundred and twenty (120) days.

4. Technical Proposals

General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City of Hallandale Beach in conformity with the requirements of RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to the projects.

The technical proposal should address all points outlined in the RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 10, must be included. Items 1-10 represent the criteria against which the proposal will be evaluated.

5. License to Practice in Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida.

6. Firm Qualifications and Experience

The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the staff to be employed in for the City's project on a full-time basis, and the number of the staff to be employed on a part-time basis.

7. Team's Experience/Qualification

- Provide a list of the personnel to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.
- Indicate the firm's number of years of experience in providing disaster debris management services, based on the successful management of debris removal projects for municipalities of comparable or greater size than the City of Hallandale Beach.
- List all projects undertaken in the past five (5) years. Describe the scope of each project in physical terms and by cost. Describe the responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to activities in relation to the projects.
- Provide the name(s) of the person, within your organization who was most actively responsible with managing each project.
- List and describe all legal claims against any member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.
- Proposer's expertise and experience in assessing, removing and disposing of specialty debris including hazardous materials, dead animals and Hazardous Stumps.
- Proposer's expertise and experience in demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way).

8. Project Manager's Experience

- Provide a comprehensive summary of the experience and qualification of the individual(s) who are proposed to serve as the Project Manager(s) for Project(s). These individuals must have a minimum of (5) five years experience in their designated professional specialization.
- List the name, title or position, and project duties of those persons who will have a management or senior position working with the City. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed and of federal, state and local laws and regulations governing this type of work, as well, as the person's familiarity with representatives of FEMA or other federal, state or local agencies.
- Detailed description of the Proposer's experience and success in filing and received federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work. This discussion should include the Proposer's experience in preparing and submitting federal/state project work sheets.

9. Previous Similar Projects

Please provide a list of a minimum of five (5) projects which demonstrates the Team's experience in providing the services as required under this RFP. Please provide the following information for each sample project:

- Client name, address, phone number, email
- Description of the scope of work

10. Workload

Provide a list of government and private clients on contract through 2015. The Contractor shall disclose current and future debris management contractual obligations within the State of Florida throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the award of a Contract through this RFP.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP ADVERTISING DATE	MAY 20, 2010
RFP DOCUMENT RELEASED	MAY 20, 2010
DEADLINE FOR WRITTEN QUESTIONS	WILL ONLY BE ANSWERED AT MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULED FOR JUNE 4, 2010 @ 11:00 AM
MANDATORY PRE-PROPOSAL CONFERENCE	JUNE 4, 2010 @ 11:00 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	FRIDAY, JUNE 18, 2010 @ 4PM
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

IX. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

DEFINITIONS

“City” the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

“City’s Contract Administrator” means the City’s representative duly authorized by the City Commission, City Manager, and/or Public Works Director to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“Contractor” the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

“Debris” means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

“Drop-off Site” means a site established for residents of Hallandale Beach to drop off debris.

“Eligible Debris” means debris resulting from a Presidentially declared disaster whose removal, as determined by FEMA, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

“FDEP” means the Florida Department of Environmental Protection.

“FDOT” means the Florida Department of Transportation.

“FEMA” means the Federal Emergency Management Administration.

“FHWA” means the Federal Highway Administration.

“Hazardous Stump” means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public rights-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

“Mixed Debris” means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.

“NRCS” means the U.S. Department of Agriculture’s Natural Resources Conservation Service.

“Notice to Proceed” means the written notice given by the City to the Contractor of the date and time for work to start.

“Project Manager” means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

“Proposer” means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Proposal” are used interchangeably and have the same meaning.

“Proposal Documents” the Request for Proposals, Instructions to Proposers, Specifications and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“ROE” means right of entry.

“ROW” means Right-Of-Way.

“Successful Proposer” the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

“TDSR Site” means Temporary Debris Storage and Reduction Site.

“TDMS” means Temporary Debris Management Site.

“Vegetative Debris” means clean, woody debris and other organic materials that can be chipped and mulched.

X. SUBMISSION AND RECEIPT OF PROPOSALS

- 1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
- 2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
- 3. Proposals having any erasure or corrections **MUST** be initialed by the proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
- 4. **MANDATORY PRE-PROPOSAL MEETING IS SCHEDULED FOR FRIDAY, JUNE 4, 2010 @ 11:00 A.M. CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA. ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY.**

FEMA GUIDELINES MAY BE DISCUSSED AT THIS PRE-PROPOSAL.

IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL YOU WILL NOT BE ABLE TO SUBMIT A PROPOSAL.

QUESTIONS AND ANSWERS WILL ONLY BE ADDRESSED AT THE MANDATORY PRE-PROPOSAL CONFERENCE.

- 5. **PROPOSERS MUST RETURN FIVE (5) COMPLETE SETS AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD.**

PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES.
PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
RFP # FY 2009-2010-007
EMERGENCY DISASTER DEBRIS MANAGEMENT SERVICES

NOTE: Failure to comply with all items stated in the RFP may be cause for rejection of the Proposal.

6. **DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: FRIDAY, JUNE 18, 2010 @ 4:00 P.M.

7. **BID GUARANTEE AND BOND REQUIREMENTS:**

Bid Guarantee. Each bidder must submit with his/her proposal, a bid guarantee in the form of a Bid Bond, Certified Check, Cashier Check, in the amount of five percent (5%) of the total bid price, payable to the City of Hallandale Beach.

Performance Bonds and Payment Bond Form: The bidder/proposer to whom award is made shall, within fifteen (15) calendar days after the date of award, furnish a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach.

Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

8. **PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that prices, terms and conditions quoted in the RFP will remain firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of proposal opening, unless otherwise stated by the City.

9. **PUBLIC RECORDS:**

Florida law provides that municipal records shall at all time be open for personal inspection by any person. Section 119.01 Florida Statutes The Public Records Law. Information and materials received by City in connection with Bids/RFPs or RFQs response shall be deemed to be public records subject to public inspections upon award, recommended for award, or 10 days after bid/proposals opening whichever occurs first. However, certain exemptions to public records law are statutorily provided for in Section 119.07 or otherwise provide in Florida Statutes and the City will not disclose same. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final,

and bidder/proposer agrees to defend, indemnify, and hold harmless the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. **ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the construction documents made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. CITY shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>. Firms are responsible to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure addenda has not been released.

11. **BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of materials **ONLY**. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "**OR APPROVED EQUAL OR SIMILAR**" is added.

However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within the proposal and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) proposed. The City shall be the sole judge concerning the merits of proposals submitted.

12. **SAMPLES AND DEMONSTRATIONS:**

Evidence in the form of samples or demonstrations may be requested when required. Such samples or demonstrations are to be furnished after the date of the opening only, upon request by the City, unless otherwise stated in the proposal forms. If samples should be requested, such samples or demonstrations must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of proposal award be returned to the proposer.

13. QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be high quality and highest grade of workmanship.

14. ACCEPTANCE OF MATERIAL:

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

15. VARIATIONS TO THE SPECIFICATIONS:

For purposes of evaluation, proposer **MUST** indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

16. PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

17. DELIVERY:

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

18. DEFAULT PROVISION:

In case of default by the successful firm the City of Hallandale Beach may procure the items or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

19. **COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

20. **SAFETY AND SITE STANDARDS:**

The proposer warrants that the service & products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract. Firm shall maintain a clean site at all times and adhere to all current O.S.H.A. requirements.

21. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

22. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

23. **MANUFACTURER'S CERTIFICATION:**

The City of Hallandale Beach reserves the right to request from proposers, separate manufacturer certification of all statements made in the proposal.

24. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed proposal shall be considered an offer on the part of the proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

25. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The proposer shall be liable for any damage or loss to the City occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of a contract as a result of the proposal.

26. **RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

27. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the proposer from responsibility.

28. **INSPECTION OF FACILITIES / SITE VISIT:**

It will be the sole responsibility of the proposer to inspect the City's location(s) prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has become familiar with the nature and extent of the work, and the equipment, materials, and labor required.

Vendors wishing to inspect facilities where services are to be rendered must make an appointment by contacting John Chidsey at (954) 457-3045 email jchidsey@hallandalebeachfl.gov.

29. **PROPOSER'S COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

30. **INVOICES/PAYMENT**

Contractor shall submit invoices no more than on a monthly basis, following commencement of work. Invoice format and documentation shall be acceptable for FEMA reimbursement. The first invoice for each contract year shall not be submitted earlier than October 1 of that year.

31. **ENCLOSURES:**

Public Entity Crime Form
One (1) complete set of General Instructions
Specifications and Proposal Forms
Form Contract including Insurance Requirements
Exhibit A – Tentative Debris Storage and Reduction Sites (TDSR)

XI. SCOPE OF SERVICES

1. TECHNICAL SPECIFICATIONS

The Contractor shall supply all labor, supervision, materials, equipment, facilities, power communications, provisions, and other services and supplies necessary for, or incidental to, the performance of work pursuant to and as specified in the RFP.

The Contractor shall disclose current and future debris management contractual obligations within the State of Florida throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the Contract. Such disclosure shall be provided to the City within thirty (30) days of entering into the Contract.

The Contractor's representative shall be physically present at the City's Emergency Operations Center within eight (8) hours after notification of need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The Contractor shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

- The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.
- The Contractor shall provide the following annual services for the Annual Lump Sum payment as priced by the Contractor in their price proposal, see item # 13 in the Additional Services Price sheet.
 - The Contractor shall prepare and present a written plan of operations at an annual meeting with the City in May or as required by the City.
 - The Contractor shall make verifiable attempts to utilize local subcontractors.
 - The Contractor shall annually review and visit with City staff, the Tentative Debris Storage and Reduction (TDSR) Sites to be used during the coming year.
 - The Contractor shall provide phone consultations and reference information to City staff upon request.

- The Contractor shall maintain in annual Performance Bond or an Unconditional Irrevocable Letter of Credit in the amount of \$500,000 in accordance with the requirements contained in General Terms and Conditions herein.

If required by FEMA, the City must approve all the Contractor's subcontractors prior to provision of services.

The Contractor shall notify the City within twenty-four (24) hours of any Notice to Violations or other notice to any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

The Contractor agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Contractor shall supply the City, on a yearly basis, a list of local individuals and firms under contract.

The Contractor shall be paid for any special tasks requested by the City and as agreed to by the Contractor and the City based on the hourly rate schedule contained in the Contract.

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials.

Contracted services will be limited to the clearing of roadways and access routes to include "the emergency push", debris removal and demolition of structures when determined as necessary to:

- a) Eliminate immediate threats to life, public health, and safety;
- b) Eliminate immediate threats of significant damage to improved public or private property; and
- c) Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City's Contract Administrator, and in accordance with Federal requirements. Contract services will only be performed when requested and as designated by the City's Contract Administrator, by approved Work Authorization issued by the City's Contract Administrator. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City's Contract Administrator.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the Contractor and/or to require the Contractor to dismiss a subcontractor, upon request.

The Contractor shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

1.1 Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City's Contract Administrator. The emergency push shall be completed within the first seventy (70) hours following the activation of this contract, unless notified otherwise by the City's Contract Administrator.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City's Contract Administrator, Contractor shall load and haul all eligible debris to a previously approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City's Contract Administrator. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City's Contract Administrator regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the City's Contract Administrator, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City's Contract Administrator. If necessary, the City's Contract Administrator will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

After a structure is deemed unsafe by the Building Official and as directed by the City's Contract Administrator, Contractor shall demolish unsafe structures and remove debris that has been determined by the City's Contract Administrator to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City's Contract Administrator will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements including asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The City's Contract Administrator will direct all actions to secure necessary permissions, waivers and ROE Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City's Contract Administrator. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TDMS sites.
- Provide to the City's Contract Administrator a video record of the pre- and post-use site conditions.
- Prepare a plan of proposed site layout and review with the City's Contract Administrator prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City's Contract Administrator prior to its implementation.
- If required, provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- Build and/or maintain roads as necessary for TDMS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TDMS to those determined by the City's Contract Administrator.

- Stage and process all debris in accordance with instructions from the City's Contract Administrator.
- Contractor must be able to track, document debris by type, category and location and provide an automated database for that purpose.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of the City's Contract Administrator, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
- Provide the City's Contract Administrator with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
- Upon the closure of the TDMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City's Contract Administrator, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

1.7 Designation and Management of Staging Areas:

Contractor shall identify staging areas in collaboration with the City's Contract Administrator for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City's Contract Administrator will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City's Contract Administrator shall direct Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City's Contract Administrator to be public safety hazards will be removed and disposed of by the Contractor. Removal of stumps located on public lands other than public rights-of-way will be negotiated separately by the Contractor and the City's Contract Administrator or designee.

The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Disaster Recovery Technical Assistance:

The Contractor may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including but not limited to the following:

- Contractor will provide Disaster Recovery Technical Assistance to the City's Contract Administrator to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City's Contract Administrator.
- Assisting in emergency debris recovery planning effort such as a disaster recovery plan development and identification of adequate TDSR Sites and other resources.
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damage locations and facilities, assessing and preparing initial estimate of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs and describing the physical and financial impact of the emergency.
- Providing training sessions for key City personnel.
- Assisting with developing, producing or distributing public information.

1.10 Residential Drop-Off Sites:

The City may elect to open a number of Drop-Off Sites to all City of Hallandale Beach residents to drop off debris. In the event such sites are utilized, the Contractor shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDSR Site or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

1.11 Cost of Services:

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

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and City's Contract Administrator.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement.

1.12 Contractor representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the City's Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of the Agreement. The City's Contract Administrator will approve the General Operations Plan prior to its implementation within the City. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

1.13 Mobilization:

When a Work Authorization has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources within ninety-six (96) hours to commence and conduct these contracted services. The City's Contract Administrator may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

1.14 Contractor's Disposal of Debris:

Unless otherwise directed by the City's Contract Administrator, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City's Contract Administrator. The locations of the TDMS and final disposal sites shall be determined by the City's Contract Administrator and utilized by the Contractor. Separate unit prices for delivery and disposal of debris to

TDMS and final disposal may be allowed by the City's Contract Administrator. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City's Contract Administrator.

1.15 Multiple, Scheduled Passes:

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City's Contract Administrator. The City's Contract Administrator shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City's Contract Administrator. The Contractor will document the completion of all passes based on the direction from the City's Contract Administrator and will provide this documentation to the City's Contract Administrator on the frequency requested by the City's Contract Administrator.

1.16 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City's Contract Administrator.

Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE Agreement has been obtained prior to property entry.

1.17 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

1.18 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD).

Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

1.19 Work Days/Hours:

Work days and/or work hours shall be dusk to dawn or as directed by the City's Contract Administrator.

1.20 Hazardous and Industrial Wastes:

Upon the pre-authorization of the City's Contract Administrator, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City's Contract Administrator. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City's Contract Administrator.

1.21 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Broward County.

1.22 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City's Contract Administrator and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

1.23 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City's Contract Administrator and other public authorities to ensure compliance with applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City's authorized staff will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

1.24 Corrective Actions Required of Contractor:

When instructed by the City's representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City Manager in its sole discretion.

1.25 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City's Contract Administrator that such actions are eligible for state and/or Federal reimbursement.

1.25.1 Eligibility Inspections:

City's monitors shall inspect each load, or shall inspect at some other frequency of the City's Contract Administrator's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

1.25.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

1.26 Other Agencies:

The term "government" refers to those governmental agencies, which may have a regulatory or funding interest in the Agreement as a result of this RFP.

2. OPTIONAL SERVICES

The Contractor may be requested to perform the services detailed below:

- Marine Debris Removal: The Contractor shall clear canals and waterways of debris as identified and directed by the City in writing.
- Hazardous and Biohazardous Waste Abatement: The Contractor shall abate all hazardous and biohazardous waste generated by the disaster event, as identified by the City, in accordance with applicable federal, state and local laws, regulations and standards.
- Dead Animal Carcasses: The Contractor shall collect, transport and dispose of dead animal carcasses including, but not limited, to dead livestock, poultry and large animals, in any permissible manner consistent with federal, state and local laws and regulations.

- Sand Screening: As directed by the City, the Contractor shall screen sand to remove debris deposited by an event. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDSR Site.
- White Goods: The Contractor should expect to encounter white goods available for disposal. The Contractor shall remove, and recover freon from any white good, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. The Contractor shall advise City's Contract Administrator of all white goods. Should City's Contract Administrator so choose, the Contractor shall recycle all eligible white goods in accordance with all federal, state and local laws and regulations.
- Emergency Potable Water: The Contractor shall provide the City with whole pallets of individually bottled drinking water. The City will instruct the Contractor as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- Emergency Ice: The Contractor shall provide the City with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct the Contractor as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- Other Services as Requested: The Contractor shall also provide other related services as requested by the City including, but not limited to, the items listed under the Additional Services Section.

3. REPORTS, CERTIFICATIONS AND DOCUMENTATION

3.1 Reports:

Contractor shall submit periodic, written reports in a format required by the City's Contract Administrator documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

3.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

3.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 3.1.1, within two (2) days of the close of the week. At the request of the City's Contract Administrator, the data making up the weekly summaries shall also be submitted in Electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

3.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City's Contract Administrator, in consultation with Contractor.

3.1.4 Data Reconciliation:

Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within five (5) days.

3.1.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City's Contract Administrator, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City's Contract Administrator and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid.

4. STAFF AND EQUIPMENT REQUIREMENTS

- 4.1** The Contractor shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required.
- 4.2** The Contractor shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repairs/maintenance, housing, sanitation, food and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community.

4.3 Certifications:

Unless otherwise directed by City's Contract Administrator, the Contractor will adhere to the process for certification of personnel and vehicles established by the Broward County Countywide Disaster Debris Management Plan, to include the following:

4.3.1 Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with most current City/County procedures. After a disaster, the City's Contract Administrator, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the Broward County Countywide Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and sub-contractor's records.

4.3.2 Prior to start of work, the Contractor shall submit to the City certification indicating the type of vehicle; make; model; license plate number; Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by the Contractor and the reported volume shall be the same shown on the signs affixed to each piece of equipment. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. In addition, the observed capacity of hand-loaded trucks and trailers shall be reduced by fifty percent (50%) because of low compaction rates. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboard or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

4.3.3 Certification of Personnel:

The Contractor will certify to the City's Contract Administrator that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City's Contract Administrator, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Contractor assigned to implement work authorizations will participate, upon request, in training and briefing sessions held by representatives of Broward County and/or the City of Hallandale Beach.
- Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management and the implementation of the National Incident Management System.
- Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City of Hallandale Beach.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

4.4 Utilization of a Standardized "Load Ticket":

The Contractor and all subcontractors may be required to utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated.

4.5 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City's Contract Administrator and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

4.6 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

USE OF A STANDARDIZED LOAD TICKET

The City of Hallandale Beach City's Contract Administrator may authorize use of a load ticket produced by the Contractor. However, it reserves the right to utilize a standard load ticket.

Completing Load Tickets

The load ticket is set up so that the information in Part A is completed in the field at the point where the load is generated, and the information in Part B is completed at the debris management site.

The designation of individuals who are authorized to complete and sign the load tickets at the point of collection and the point of delivery will be determined and documented by the Contractor and the City's Contract Administrator before collection begins. This will avoid disputes over the validity of load tickets. Each load ticket must be signed by an authorized, designated individual.

The measured capacity (measured dimensions of the truck bed or box in cubic yards) is to be done as soon as possible, preferably before an event at a designated master site, and the information kept with the vehicle, or posted on the outside of the vehicle on the placard. This will speed the process of estimating volumes and reduce the chance of disputes over the quantities of waste hauled.

Line-by-line completion of the load ticket is as follows:

Part A**Contracting Agency:**

The name of the Agency for whom the work is being done – City, County or particular agency - using full names of the entity to avoid confusion.

Sub-Contractor:

The name of the principal Contractor performing the work, in a clearly state form (e.g. "AshBritt," "Grubbs," "Crowder-Gulf," etc.). If the work is being performed by County or City personnel, this line will be filled in as "Force Account – City of Hallandale Beach." Fill in the subcontractors name in a clear format if a subcontractor is being used, (i.e., "Triple R," "Ron Bergeron," etc.) "N/A" should be entered here if no sub-contractors are involved. If different groups of in-house forces are being used, they may be specifically identified here, if needed, for tracking purposes (i.e., "Public Works," "Parks and Rec," "Utilities," etc.)

Date:

The date the debris is collected.

Truck Number and Driver's Name:

The number assigned to the truck or bin (on placard). If there is not a truck number, use the truck's tag/license number.

Certified Capacity:

The measured capacity of the truck should be established prior to collections, as previously mentioned, and should be identified on the vehicle. The certified capacity is entered here.

Debris Pickup Location:

The point where the load of debris is collected is entered here, and stated as clearly and precisely as feasible (e.g., a street name or a segment of road between intersections).

Debris Type:

Debris type is designated based on observation of the final truck load upon departure from the loading site. In this section, check the single debris type or check the mixed field and then select the different debris types that make up the mixed load. For a mixed load, the percentage that each debris type making up the load must be specified. If the process through which the debris will be disposed of is known, this can also be indicated in this section.

Departure Time and Odometer:

These information fields should be completed at the time the truck departs the loading site. The information can be used to track vehicle mileage, and may be used to reimburse the Contractor, if there is a mileage factor in the contract hauling rates. If not required by the City, they should be completed as "N/A."

Load Site Monitor (Printed Name and Signature):

This is the person who is designated and authorized to verify the information regarding the truck and its debris load at the collection site. Both the printed name and signature of the authorized individual must be included.

Part B**Debris/Disposal Site Location:**

Enter the name of the site to which the debris was delivered.

Arrival Time and Odometer:

These fields must be completed at the time the truck arrives at the debris/disposal site. The information can be used to track vehicle mileage, and may be used to reimburse the Contractor, if there is a mileage factor in the contract hauling rates. If not required by the City, they should be completed as "N/A."

Percent Full or Weight:

The percent loaded that was determined by the load site monitor at the collection point is verified by the debris/disposal site monitor designated by the governmental entity, typically with the concurrence of a Contractor's site monitor. The weight will be determined at the disposal site or other weighing location.

Tare Weight:

The tare weight is a baseline weight given to a truck or bin. This must be taken before any debris is collected and tare weights will be randomly updated throughout the project.

Weight Ticket Number:

The ticket number from the scale house or weight station. Usually a truck that is weighed is given a weight ticket that may contain a number that differs from the number on the load ticket. That number is recorded here.

Debris/Disposal Site Monitor (Printed Name and Signature):

This is the person who is designated and authorized to verify the amount of debris delivered to the disposal site for the governmental entity.

Photo Ref #:

If a photo is taken for reference to the ticket, record the photo number in this field.

Load Ticket Distribution:

White: Kept by the governmental entity's Load Site Monitor at the point of collection.

Canary: Kept by TDMS monitor.

Pink: Kept by the Contractor.

Blue: Kept by the truck driver as documentation of collection and delivery.

Gold: Kept by the City/County representative at the debris/disposal site

The "Notes" section of the load ticket can be used for comments, i.e., discrepancies with the load site information.

XII. EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS:

Following the proposal opening of the proposal packages, firms that do not meet the minimum qualifications set forth will not be considered further. The firm awarded the Contract will be required to maintain the minimum qualification requirements during the term of the Contract and any renewals. The proposals will be evaluated by the Evaluation Committee.

Firms meeting the minimum requirements/qualifications criteria will have their proposal evaluated and scored by the evaluation criteria stated below.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Qualifications and experience	15
2.	Operational plan for the City	10
3.	Resources and availability	20
4.	Past Performance	25
5.	Cost Proposal	30
	TOTAL POINTS	

The Evaluation Committee may be composed of qualified City Staff and other persons selected by the City to evaluate proposals. City reserves the right, where it may serve the City of Hallandale Beach’s best interest, to request additional information or clarification from Proposers.

The City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee. The recommended Contractor(s) may be required to appear before the City Commission to answer questions for contract award.

XIII. PRICE PROPOSAL FORM UNIT COSTS

The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit, as noted below, but excluding management of debris designated as hazardous wastes. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.

The Contractor should provide all-inclusive unit price that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Values must be provided for all categories below or Proposer’s response may be deemed non-responsive.

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Emergency push for service up to but not exceeding seventy (70) hours following activation of the contract by the City’s Contract Administrator or designee.	HR	\$
2	Vegetative debris, including tree debris	CY	\$
3	Construction and demolition debris, including white goods.	CY	\$

ADDITIONAL SERVICES

The City wishes the Contractor to provide the following services in addition to the management of vegetative debris, construction and demolition debris, and white goods debris, in the manner and for the unit cost indicated:

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	DEBRIS REMOVAL AND RESTORATION OF CANALS:	CY	\$
	The Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City's Contract Administrator. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City's Contract Administrator. The Contractor will be reimbursed at a fixed rate of cubic yard of debris collected within the canal right-of-way for this service.		
2.	MOTOR VEHICLES:	VEHICLE	\$
	The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City's Contract Administrator will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate of vehicle, inclusive of all towing, processing and disposal costs.		
3.	HAZARDOUS WASTE AND CONTAMINATED DEBRIS MANAGEMENT:	CY	\$
	The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at a fixed rate of cubic yard for this service.		

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
4	FIRE SUPPRESSION SUPPORT:	TRUCK/ DAY	
	In the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City's Contract Administrator. The City's Contract Administrator will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City's Contract Administrator will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate of truck/day for this service.		
5.	EMERGENCY POTABLE WATER:	PALLET	
	The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City's Contract Administrator will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate of pallet for this service.		
6	EMERGENCY DELIVERY OF ICE:	PALLET	
	The Contractor will provide the City's Contract Administrator with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City's Contract Administrator will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate of pallet for this service.		
7.	TEMPORARY BATHROOMS, SHOWERS, KITCHENS AND FEEDING LOCATIONS:	DAY/ COMFORT STATION AND PER MEAL	
	The Contractor will provide the City's Contract Administrator with "comfort stations," e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three (3) meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at a fixed rate of day/comfort station and per meal served for this service.		

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
8	EMERGENCY POWER GENERATION:	UNIT	
	The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City Representative will define the size and fuel type of the mobile units, which will be leased to the City. The Contractor will deliver the units to the facilities or locations designated by the City's Contract Administrator, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed a fixed rate of unit for each KW sized unit for this service.		
9	PUMPING AND WATER RELOCATION/REMOVAL FOR FLOOD CONTROL:	HOUR/ PUMPING/ UNIT	
	The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City's Contract Administrator. The minimum required capacity of the services to be provided to any such location, upon instruction of the City's Contract Administrator, will be ## of gallons/minute. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed hour/pumping unit for this service.		
10.	SEWER, CULVERT AND CATCH BASIN CLEANING:	CY	
	The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City's Contract Administrator will designate the storm water systems to be cleaned. The Contractor will be reimbursed cubic yard of removed debris for this service.		

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
11.	DECONTAMINATION OF BUILDINGS AND FACILITIES:	SF OF BLDG DECONTA-MINATED AND CY OF DISPOSED CONTA-MINATED MATERIAL	
	The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City's Contract Administrator. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed square feet of building decontaminated and cubic yard of disposed contaminated material for this service.		
12.	MOLD REMEDIATION:	SF OF BLDG REMEDIATED AND CY OF DISPOSED MATERIALS	
	The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold-contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City's Contract Administrator will designate which buildings or other structures are to be remediate, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed square feet of building remediate cubic yard of disposed contaminated material for this service.		
13.	PROVIDE SPECIFIED ANNUAL SERVICES	ANNUAL LUMP SUM	
	Such services include preparing and presenting plan of operation at annual meeting, local advertising, site visits to TDSR Sites, phone consultations, cost of an annual Performance Bond or an Unconditional Irrevocable Letter of Credit, and providing reference information.		

SUPPLEMENTAL INFORMATION: REFERENCES

1.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
2.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
3.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
4.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
5.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAILED ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

**CONSTRUCTION
CONTRACT**

00500. CONTRACT FORM

THIS IS A CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Hallandale Beach, hereinafter referred to as CITY and _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

ARTICLE 1

SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the RFP including Drawings (Project drawings), if applicable, Specifications and Addenda thereto for the project entitled: **RFP #FY2009-2010-007 – EMERGENCY DISASTER DEBRIS MANAGEMENT SERVICES.**

ARTICLE 2

CONTRACT TIME

- 2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract. If CONTRACTOR is not in receipt of all necessary

permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.

- 2.2 Time is of the essence in this Contract. The work shall be substantial completed within 180 calendar days from the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 21 within 120 calendar days from the Project Initiation Date specified in the Notice to Proceed.
- 2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the CITY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.
- 2.4 The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

ARTICLE 3

THE CONTRACT SUM

- 3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2 The CITY reserves the right to add or delete work items from the project to meet its available budget.

ARTICLE 4INDEMNIFICATION

- 4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

- 4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.
- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which, shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence,

error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5

INSURANCE REQUIREMENTS

- 5.1 Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
 - 5.1.1. Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
 - 5.1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
 - 5.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
 - 5.1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - 5.1.2.1. Premises and/or Operations.

- 5.1.2.2. Independent Contractors.
- 5.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.
- 5.1.2.4. Explosion, Collapse and Underground Coverages.
- 5.1.2.5. Broad Form Property Damage.
- 5.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.2.8. CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach", with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CITY in connections with general supervision of such operation.
- 5.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - 5.1.3.1. Owned Vehicles.
 - 5.1.3.2. Hired and Non-Owned Vehicles.
 - 5.1.3.3. Employers' Non-Ownership.
- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.

- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction
- 5.4 The CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00608.
- 5.5 The official title of the owner is the "City of Hallandale Beach". This official title shall be used in all insurance documentation.

ARTICLE 6

WEATHER

- 6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.
- 6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

ARTICLE 7

HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.
- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time.

Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

- 7.4 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 8

PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.
- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.
- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

ARTICLE 9DESIGN PLANS AND WORKING DRAWINGS

- 9.1 The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

ARTICLE 10"OR EQUAL" CLAUSE:

- 10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the CITY, equal in substance, quality and function.
- 10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other Surety with respect to any substitute.

ARTICLE 11DEFECTIVE WORK

- 11.1 The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

- 11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.
- 11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Guaranty. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Guaranty. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.
- 11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

ARTICLE 12

SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.
- 12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

ARTICLE 13

SEPARATE CONTRACTS

- 13.1 The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.
- 13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception

of his work, except as to defects which may develop in other contractor's work after the execution of his work.

- 13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 13.4 To insure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

ARTICLE 14

DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1 CONTRACTOR shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.
- 14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which

would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

ARTICLE 15

MONITORING REPORTS

- 15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16

CHANGE OF CONTRACT TIME

- 16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the Contract Administrator and to the CITY ENGINEER within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with paragraph 15, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.
- 16.2 The "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

16.3 No Damages for Delay:

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

16.4 Changes in the Work or Terms of Contract Documents:

16.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The Contract Administrator, through ENGINEER, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 17

CHANGE ORDERS

- 17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the procedures customarily utilized by CITY, as amended from time to time.
- 17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by CITY. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.
- 17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and Contract Administrator in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY without consent of Surety.

ARTICLE 18

VALUE OF CHANGE ORDER WORK

- 18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.

18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.

18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

18.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract

Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

18.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

18.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

18.3 The term "cost of the work" shall not include any of the following:

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its principal or a branch

office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

18.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

18.4.1. A mutually acceptable fixed fee or,

18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:

18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.

- 18.5 The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and Contract Administrator.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 18.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 19

TERMINATION FOR CONVENIENCE

- 19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.
- 19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY.
- 19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) prior to the notice of termination for convenience.

- 19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 20

SHOP DRAWINGS

- 20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.
- 20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Bid Project.
- 20.4 The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

ARTICLE 21

PROGRESS PAYMENTS

- 21.1 The CONTRACTOR may requisition payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 30 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.

21.2 Ten percent of all monies earned by the CONTRACTOR shall be retained by the CITY until the project is totally completed as specified, and accepted by the CITY.

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

21.3.1. Defective work not remedied.

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

21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4 Damage to another Contractor not remedied.

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

ARTICLE 22

ACCEPTANCE AND FINAL PAYMENT

22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract fully performed, a Final Certificate of Payment (Form 00826) shall be issued by the CITY, over his own signature, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.

- 22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 23

CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages,

costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper Application for Payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within fifteen (15) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within thirty (30) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 25

DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered

and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

ARTICLE 26

RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided

herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY’S rights under the CITY’S False Claims Ordinance.

ARTICLE 27

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 28

CONTRACT DOCUMENTS

28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Guaranty, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the _____ day of _____, 20_____, signing by and through its City Manager, duly authorized to execute same, and _____, signing by and _____ (name of contractor) through its _____ duly authorized to execute same. (title of authorized officer)

CITY

ATTEST:

CITY OF HALLANDALE BEACH

City Clerk

By _____
D. Mike Good, City Manager

_____ day of _____, 20_____.

Approved as to form by
City Attorney

By _____
David Jove, City Attorney

Approved as to insurance requirements, and insurance documentation:

Risk Management Division

Director

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Typed Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS.

00608. FORM CERTIFICATE OF INSURANCE

A form Certificate of Insurance will be attached here.

00609. FORM OF PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we _____,
as Principal, hereinafter called CONTRACTOR, and _____, as
Surety, are bound to the City of Hallandale Beach, Florida, as Obligee, hereinafter called
CITY in the amount of _____
Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract,
Bid/Contract No.: _____, awarded the _____
day of _____, 20_____, with CITY for _____
_____ for which Contract is by reference made a part hereof, and is
hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the CITY for Public Work Improvements for the _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays CITY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract: and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

This Bond shall continue in effect for one year after completion and acceptance of the work. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Contract, the CITY having performed CITY'S obligations thereunder, the surety may promptly remedy the default, or shall promptly:

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the CITY elects, upon determination by the CITY and Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

00622. FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000 OR LESS

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF)

BEFORE ME this day personally appeared _____,
Agent and Attorney-in-Fact of _____, who, being duly
sworn, executed the foregoing instrument and acknowledged to and before me the
truthfulness and accuracy of the statements in the foregoing instrument.

Signature of Person

Making Affidavit

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

Notary Public
State of Florida

My commission expires:

00825. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the CITY ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

00830. FORM OF FINAL RECEIPT:

{The following for will be used to show receipt of final payment for this Contract}.

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____,
from City of Hallandale Beach, the sum of _____
Dollars (\$_____) as full and final payment to the CONTRACTOR for
all work and materials for the Project described as:

This sum includes full and final payment for all extra work and materials and all
incidentals.

The CONTRACTOR hereby indemnifies and releases City of Hallandale Beach from
all liens and claims whatsoever growing out of the said Contract or Project.

The CONTRACTOR hereby certifies that all persons doing work upon or furnishing
materials or supplies for the said improvements under the foregoing Contract have been
paid in full.

The CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida
Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

{If incorporated sign below}

CONTRACTOR

ATTEST:

(Name)

(Secretary)

By: _____
(Title)

(CORPORATE SEAL)

Date: _____

{If not incorporated sign below}

CONTRACTOR

WITNESS:

(Name)

By: _____

Date: _____

