



**Islamorada, Village of Islands, Florida**

**REQUEST FOR PROPOSALS**

**CANAL 132 RESTORATION  
GRAVITY INFILTRATION WELL INSTALLATION SERVICES**

**(RFP 24-14)**

**Issue Date: July 24, 2024**

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified proposers to provide Canal 132 Restoration Gravity Infiltration Well Installation Services, per the plans shown in Exhibit "A", specifications, permits and scope of services (the "Project"). Formal proposals will be accepted until **3:00 p.m. Local Time on August 29, 2024.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands  
Attn: Village Clerk  
86800 Overseas Highway  
Islamorada, Florida 33036

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands **"Canal 132 Restoration Gravity Infiltration Well Installation Services (RFP 24-14)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 24-14" in the document title. Submit the electronic document or link to the cloud storage site via email to [clerk@islamorada.fl.us](mailto:clerk@islamorada.fl.us) by the bid submittal deadline above.

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected. At the sole discretion of the Village, an exception to the submittal deadline may be made for emergency conditions affecting Islamorada.

The issuance of this RFP does not obligate the Council to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

## **I. CONE OF SILENCE NOTICE**

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

**Duration of Cone of Silence.** The Cone of Silence shall terminate upon approval of the contract by the Village Council.

**Exceptions to Applicability.** The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

**Penalties.** Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

**Questions Regarding the Cone of Silence.** Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

## II. PUBLIC ENTITIES CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, 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 the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

## III. INQUIRIES FOR CLARIFICATION

All inquiries and requests for clarification or interpretation regarding this Request for Proposals (the "RPF") shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to [mary.swaney@islamorada.fl.us](mailto:mary.swaney@islamorada.fl.us) **no later than August 9, 2024.**

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

## IV. NO MANDATORY PRE-BID MEETING

There is no pre-bid meeting or mandatory site visit for this RFP. Interested parties may visit the site only during a prearranged meeting with the Village staff to occur **no later than August 8, 2024.** To schedule a site visit, please contact: Environmental Resources Manager Peter Frezza at [peter.frezza@islamorada.fl.us](mailto:peter.frezza@islamorada.fl.us) or 305-664-6427. Questions posed during any visits shall be answered through written addenda as provided in Section III of this document.

## V. PURPOSE

The purpose of this RFP is to solicit sealed cost proposals from Florida licensed construction contractors to provide the materials and services to complete the Canal 132 Restoration Gravity Infiltration Well Installation, also referred to herein as the "Project". Proposals are requested from Contractors that have a demonstrated ability to perform the tasks identified in the Scope of Services and Deliverables in this RFP.

## **VI. OBJECTIVES**

The objective of this RFP is to enter into an Agreement with a Florida licensed construction contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, timely and responsive timeframe to construct the Project. The specific services to be provided and performed are described in Section VIII, Scope of Services.

The successful proposer shall perform the services under the awarded agreement as an independent contractor, and nothing contained in this RFP or the awarded agreement shall be construed to be inconsistent with this relationship or status. Nothing in the awarded agreement shall be interpreted or construed to constitute the successful proposer or any of its agents or employees to be the agent, employee, or representative of the Village.

## **VII. BACKGROUND AND HISTORY**

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,272, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

The Water Quality Protection Program (WQPP) Action Plan of the Florida Keys National Marine Sanctuary identified impaired water quality in residential canals as a priority for corrective action. Monroe County and the Village of Islamorada initiated the Canal Restoration Demonstration Program to evaluate the effectiveness and feasibility of implementing restoration technologies that were evaluated for Phase II of the Canal Management Master Plan (CMMP).

The infiltration or injection well technology was evaluated as part of the demonstration program and to date two of these wells have been constructed in Monroe County for the purpose of canal restoration. Initially, the canal demonstration program intended to evaluate the effectiveness of pumping as a canal restoration technology. Due to the projected cost of pumping, implementation was delayed, and an evaluation was completed to identify alternative technologies to pumping. A summary of the alternative evaluation was provided to Monroe County in April 2017. The alternative evaluation identified infiltration/injection wells as the preferred technology to address canals that require additional flushing to meet the water quality standards. The two infiltration wells constructed for canal restoration are performing as designed and appear to be an effective and feasible canal restoration technology. The performance of the wells continues to be monitored.

## **VIII. SCOPE OF SERVICES**

### **1.0 CONTRACTOR SCOPE AND DELIVERABLES**

The Scope of Work for the gravity infiltration well installation activities located in Plantation Key, Islamorada, Florida consists of a weir/manatee grate intake structure, a check valve, a gate valve, a flow measurement device, a junction vault, and a two-foot diameter injection well. The injection well will be constructed of a two-foot diameter Certa-Lok PVC or LOK 21 PVC casing advanced to 60 feet bls, with an open hole interval from 60 feet to 120 feet bls. The annulus of the PVC casing will be sealed with neat cement grout from 60 feet bls to the base of the access structure. The well cover will be a weighted and locked protective lid to prevent intrusion. The well will be equipped with an ultrasonic flow meter and display to facilitate flow measurement. The flow shall be installed in accordance with the manufacturer's specification. Additionally, the headwall near the intake structure will be equipped with a surface water gauge to facilitate the measurement of surface water elevation.

The weir shroud and manatee grate intake structure will prevent entrapment and impingement of marine life, and the check valve will prevent backflow during low tide conditions. The gate valve will allow for flow control, and to provide off-line status for maintenance activities.

WSP USA Environment & Infrastructure, Inc. (Engineer) will be providing construction administration and continuous monitoring during the construction activities. The inspector(s) will monitor the contractor to ensure compliance is being met for the environmental conditions such as monitoring of Threatened and Endangered ("T&E") species and implementation of turbidity curtains to prevent impacts to nearshore waters. In addition, the inspector will monitor the contractor to ensure compliance with the BMPs set forth for manatees and for in-canal clean out already established for work within the Keys.

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 gravity infiltration well installation services to restore Canal 132. These contracted services shall include all items listed below and provide for the cost effective and efficient restoration of Canal 132. Contract services will only be performed when requested and as designated by the Village Manager, and by approved Work Authorization issued in writing.

The capacity of the drill rig shall be sufficient to achieve the well and annulus dimensions specified in the Design Plans in Exhibit "A". The contractor shall perform a preliminary site visit to evaluate drilling logistics. Proper rig staging shall be achieved to ensure proper safety and mitigation of risk to the surrounding property. Utility clearance shall be completed prior to the commencement of drilling.

Drilling will be completed using a closed circulation system so that drilling fluids do not create nuisance conditions. The drilling fluid circulation system shall be free of leaks. Drilling cuttings and drilling fluid will be removed from the site and properly disposed.

During well installation, necessary drilling logs will be obtained for the preparation of a well completion report including formation encountered, slurry composition, cementing volume, and target depths. A specific capacity test shall be completed for the injection well to confirm that the well capacity exceeds 6,000 gpm. The capacity test will be conducted in "pump-in" configuration. The contractor shall take care to not entrain sediment during the test using a floating intake or similar configuration. A final report of well construction and testing will be submitted to the FDEP within 30 days of well completion.

The drilling procedure includes:

1. Drill a 30-inch diameter borehole to 60 ft bls. Surface casing to be used if necessary. Soils for the entire borehole to be logged in accordance with Unified Soil Classification Systems (USCS) standards.
2. Drill a 24-inch diameter borehole to 120 ft bls.
3. Install and cement 24-inch diameter Certa-Lok PVC or LOK 21 PVC casing to 60 ft bls. A two-foot fine sand seal may be used at the base of the grout seal. Grout to be placed by pumping.
4. Install intake structure, access structure, and associated fittings and plumbing.
5. Perform a pump-in well test to confirm the capacity of the well.

Upon the completion of drilling and intake structure construction, a professional survey will be completed to determine the well location and the vertical elevations of the vault rim at the vault water level measuring point (field determined) and the surface water level gauge.

Prior to initiation of injection, gauging of the water level in well and the adjacent surface water shall be completed to evaluate differences in piezometric elevations. The initial percent opening for the gate valve will be determined based on the observed piezometric elevations. Once injection activities commence, manual gauging of flow and water elevation shall be conducted with sufficient frequency to estimate the maximum injection flow rate and the average daily injection volume. Adjustments to the injection rate will be made as necessary to achieve the water quality goals. Injection of a daily average volume greater than 4.1 Million Gallons per Day ("MGD") will not occur without prior written approval from the FDEP.

The contractor shall return the project area property to its original condition or better which includes re-grading, resodding and vegetation replanting, concrete and seawall repair, and dock reconstruction. The contractor is to consult with Neptune Atlantic Boat Lifts for the removal and replacement of any of the components of the new dock that has recently been constructed at the well site. Any tree trimming or tree removal that needs to be done must be approved by the Village and needs to be completed by a professional landscaper that is also approved by the Village.

The Village will obtain the USACE, FDEP, and FKNMS permits. The contractor will work with the Village to obtain the Village building permit and any other necessary permits not identified by the Village. Village permit fees are waived.

The contractor is required to submit a Construction Methodology Plan (CMP) to the Village for approval prior to initiation of construction. Given the layout of the project area, the contractor shall be cognizant of the logistical limitations of well equipment in the space provided in the designated project area.

The sequence of Major Activities are as follows:

1. Relocation of recreational vessels (if needed)
2. Inspection of the canal for the presence of T&E species
3. Establishment of the project area
4. Mobilization of the well equipment to the project site
5. Installation of the turbidity barrier around the project area
6. Installation of the gravity injection well
7. Monitoring firm will confirm that the contractor has installed the well as shown on the plans and specifications
8. Allow settlement of canal water to ensure turbidity within the canal does not exceed 0 Nephelometric Turbidity Units ("NTUs") above background
9. Demobilization of equipment
10. Restoration of the project area
11. Remove erosion and sediment control measures.

The contractor shall identify all existing utilities on site before construction commencement to ensure no impacts. Additionally, the contractor shall identify all artificial obstructions within the project area that may impair the drilling equipment such as vegetative or construction and demolition debris.

The contractor shall provide and maintain during the life of the contract, all necessary environmental protective measures. The contractor will comply with Federal, State, and local regulations pertaining to wildlife, water, air, and noise pollution.

The contractor shall maintain the drilling equipment to meet the requirements of the work. Immediately repair leaks or breaks along pipelines. Immediately remove material discharged in wetlands or other areas outside of the identified project area due to leaks and breaks. Removal of material shall bring the impacted area back to original condition and shall be conducted at contractor's expense. Operations shall be immediately halted if a pipeline breaks or a leak occurs.

Except where authorized in the plans and specifications, the contractor shall not block roads or Rights of Way (ROW) or otherwise interfere with access unless approved.

The contractor is required to operate the drilling operations such that mandated permitted turbidity limits are not exceeded. The State turbidity requirements are 0 NTU increase above background levels in the Florida Outstanding Waters outside the project area. The contractor will

shut down and make any required adjustments to the operations to ensure compliance with these limits if the monitor determines the levels exceed permit requirements.

The monitor will measure the turbidity throughout the project to ensure compliance with permits using a Hach 2100Q portable turbidity monitor, or equivalent.

The contractor shall provide for safe and legal transportation and disposal of drilling wastes (excess soil cuttings, drilling mud, etc.) according to state regulations. The deposit of drilling wastes in unauthorized places is forbidden. Drilling wastes inadvertently spilled on roads, public ROWs and private property shall be promptly removed and the area restored by the contractor.

## **2.0 VILLAGE RESPONSIBILITIES**

Islamorada, Village of Islands shall be responsible for:

- a. Obtaining the USACE, FDEP, and FKNMS permits.
- b. Providing the latest drawings and specifications for existing infrastructure and allowing adequate time for site inspection prior to bidding.

## **3.0 NOTICE AND SCHEDULING**

Notice to proceed shall be provided to the selected contractor through the Village's issuance of a Purchase Order after all approvals are in place and Agreement is fully executed. The Village's Environmental Resources Manager, or their designee shall coordinate with the contractor to approve the specific schedule for the work.

## **4.0 PERMITS AND INSTALLATION**

The Village is responsible for obtaining the USACE, FDEP, and FKNMS permits. The successful proposer is responsible for working with the Village to complete the Village building permit. Contractor will also be responsible for obtaining/ordering inspections and closing out related permits. All services provided by the contractor shall be consistent with best industry practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations. If plans, surveys or other documents for permitting are required, the successful proposer is responsible to coordinate and obtain needed permit application documents.

## **5.0 SUPPLIES, EQUIPMENT AND WARRANTIES**

The successful proposer is responsible for furnishing all necessary labor, supervision, tools, parts, materials, and equipment required to complete the project.

## **IX. ELIGIBILITY CRITERIA**

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFP document.



Proposals must contain the following information:

1. ***Cover Letter to include the following information:***
  - a) a statement explaining why the proposer believes itself to be qualified to perform the engagement,
  - b) the total number of professional staff that would be assigned to complete the Project,
  - c) examples of similar projects completed,
  - d) at least three (3) clients for whom the proposer has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited,
  - e) an authorized agent of the contractor must sign the Cover Letter indicating the agent's title or authority.
2. ***Project Approach:*** Provide a detailed description of the methodology to achieve successful construction of the Project, which includes a list of equipment to be used during the Project.
3. ***Cost Proposal:*** Provide a complete proposed fee schedule or not-to-exceed cost to complete the Scope of Services using the Unit Price Sheet provided at Exhibit "B" of this RFP. The cost proposal must include a statement that the proposal remains in effect for ninety (90) days.
4. ***Timeline:*** A proposed timeline to include the contractor's best estimate of the number of calendar days to complete the Project should be included in the proposal package.
5. ***Ability to obtain Bonds:*** Provide written acknowledgement of the proposer's ability to obtain Performance and Payment Bonds in the amount of the Project cost.
6. ***State and Local Authorization to Transact Business:*** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The successful proposer must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

Upon award of the Project, the successful proposer shall provide proof of authorization from Monroe County to transact and conduct business in Monroe County. The successful proposer must also register as a contractor with the Village prior to performing any work.

7. ***Signed Contract Documents:*** Submit the completed and signed contract documents titled SUSPENSION AND DEBARMENT, CERTIFICATION REGARDING LOBBYING, and ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS.
8. ***Appendix A:*** Submit the completed and signed Appendix A acknowledging receipt of Addenda and Affidavit Attesting to Noncoercive Conduct for Labor or Services.

## **X. INSURANCE AND BONDS FOR AWARDED CONTRACT**

**1.0 Insurance:** The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next highest ranked contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$1,000,000 Accident
\$1,000,000 Disease, policy limits	
\$1,000,000 Disease each employee	
General Liability, including	\$1,000,000 Combined Single Limit
Premises Operation	
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability	\$300,000 per Occurrence
(Owned, non-owned and hired vehicles)	\$300,000 Combined Single Limit
Pollution Liability (if applicable)	\$1,000,000 per claim and in the aggregate
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.	

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention

applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFP and the awarded Agreement.

**2.0 Bonds:** Bonds shall be required for construction and public work projects and repairs to a public building or public work for which the contract amount is \$200,000.00 or more. Bonds are at the cost of the CONTRACTOR. The VILLAGE will not reimburse the CONSULTANT for the cost of the Bonds.

If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

## **XI. EVALUATION AND SCORING**

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Upon approval of the Village Council, negotiations will commence with the first-ranked proposer. If the

Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

Pursuant to Section 287.05701(2), Florida Statutes, the Village may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the Village may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Company Overview	0 - 10 points
Project Approach	0 - 25 points
Cost	0 - 30 points
Similar Projects	0 - 15 points
Timeline	0 - 15 points
<u>References</u>	<u>0 – 5 points</u>
<b>TOTAL POINT RANGE</b>	<b>0 – 100 POINTS</b>

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village.

## **XII. LOCAL PREFERENCE**

Local Preference does not apply to this project due to potential funding source(s).

## **XIII. FORM OF AGREEMENT**

A draft copy of the form of Agreement for the services is attached as Exhibit “C”. The draft agreement includes the major business concerns for the Village, which is subject to change in the Village’s discretion. The final agreement will govern the successful proposer’s performance under the agreement and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute an agreement consistent with the terms of this RFP if selected by the Village to perform the Services. The final agreement may not be in the same form as the draft agreement.

## **XIV. CONFIDENTIALITY AND PUBLIC RECORDS**

The Proposal Documents and related materials received from the proposers in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for “sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation” until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the contractor may suffer from disclosure of information or materials to third parties and the contractor agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

## **XV. CONTACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL WITH PROPOSALS**

Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

### **Contract Provisions**

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

**Additional Contract Terms – Combined into one document - *Requires signature and submittal with proposal***

ACCESS TO RECORDS

CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

## **1. REMEDIES FOR BREACH**

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **2. TERMINATION FOR CAUSE AND CONVENIENCE**

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

## **3. DAVIS BACON ACT**

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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



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

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **5. COPELAND ANTI-KICKBACK ACT**

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

## **7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**(2) *Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

## **8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

### **Clean Air Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

## 11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
  - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## 12. SUSPENSION AND DEBARMENT

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

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

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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Signature of Authorized Certifying Official

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Name and Title of Authorized Certifying Official

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Date

### **13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

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

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Authorized Certifying Official

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Name and Title of Authorized Certifying Official

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Date

## **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

### **A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

**C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

**D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

**E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

## Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

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

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

### Written Declaration

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

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

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

ADDENDUM NUMBER	DATE RECEIVED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

\_\_\_\_\_  
Signature

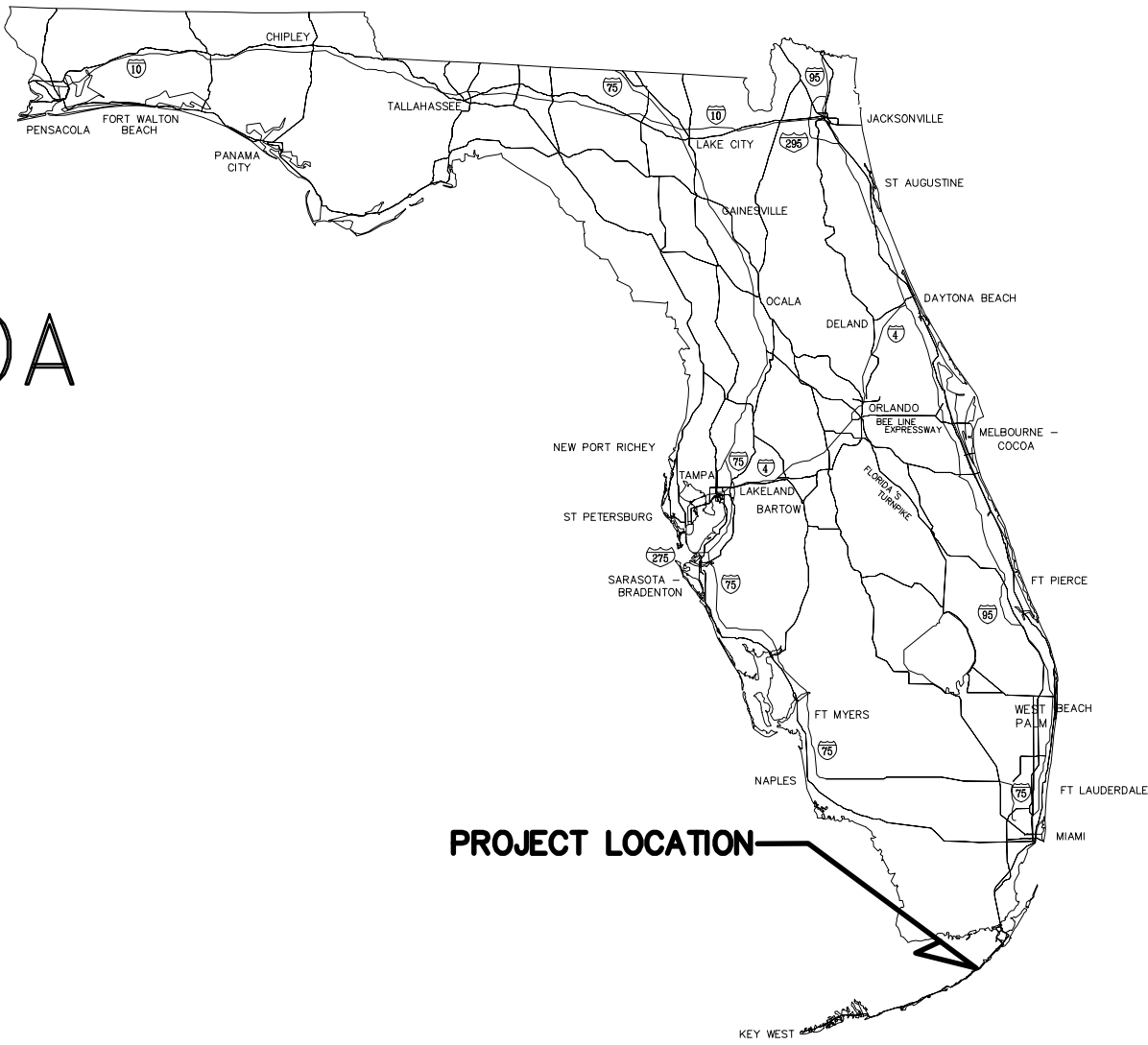
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Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date



FINAL DESIGN AND PERMITTING  
FOR CANAL #132 GRAVITY INJECTION WELL  
ISLAMORADA, VILLAGE OF ISLANDS, PLANTATION KEY, FLORIDA





USA ENVIRONMENT & INFRASTRUCTURE, INC.  
16250 NW 59th AVE, #206  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588

ENGINEER OF RECORD  
STEPHEN HANKS  
FL PE #72253

PROJECT:  
**CANAL #132 PLANTATION KEY  
GRAVITY INJECTION WELL  
FINAL DESIGN**

APPLICANT:



WSP PROJECT No:  
600800X11

REVISIONS			
NO.	DATE	BY	APPROVED

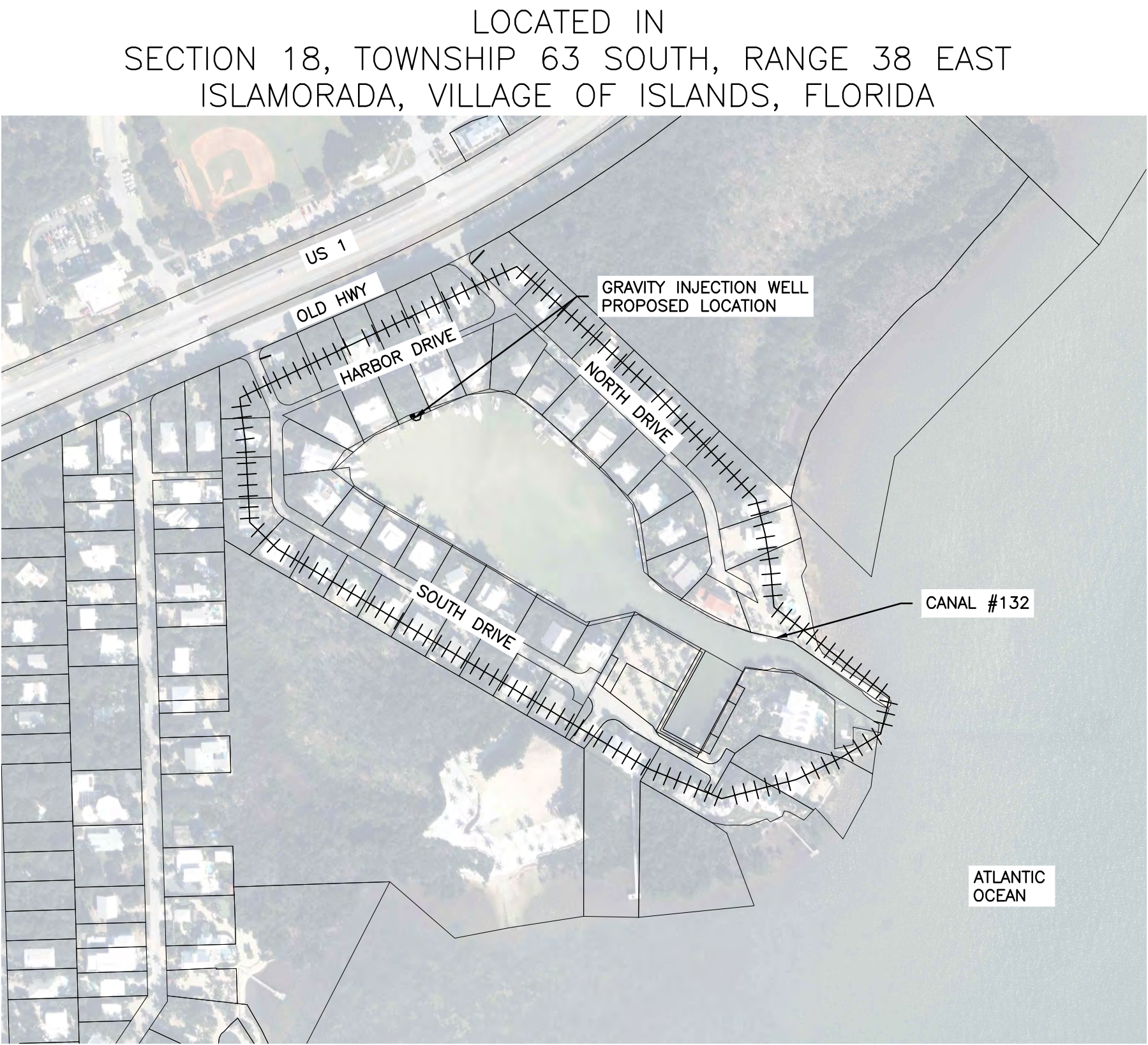
DESIGNED BY:	SJH/GWC
DRAWN BY:	GWC
CHECKED BY:	SJH
APPROVED BY:	JK
DATE:	03/28/2019

SHEET TITLE:

COVER SHEET

SHEET NUMBER:	REV. #
C100	
SHEET 1 OF 5 SHEETS	

- SHEET INDEX
- C100 COVER SHEET
  - C210 EXISTING SITE PLAN
  - C220 PROPOSED SITE PLAN
  - C230 PROPOSED EROSION AND SEDIMENT CONTROL PLAN
  - C300 PROPOSED DETAILS



- LEGEND
- CANAL 132 FOOTPRINT (5.3 ACRES)
  - MONROE COUNTY PARCEL BOUNDARIES
  - DRAINAGE AREA (17.4 ACRES)

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING SPECIFICATIONS:  
THE PROJECT DEVELOPMENT CODE;  
CODE OF ORDINANCES ISLAMORADA VILLAGE OF ISLANDS DATED JANUARY 2016;  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS 2010;  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP);  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD);  
UNITED STATES ARMY CORPS OF ENGINEERS (USACE);  
IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE APPLIES.

PLANS PREPARED BY:

WSP USA ENVIRONMENT & INFRASTRUCTURE,INC  
16250 NW 59TH AVE, SUITE 206  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588 FAX (305) 826-1799  
WEBSITE: www.wsp.com

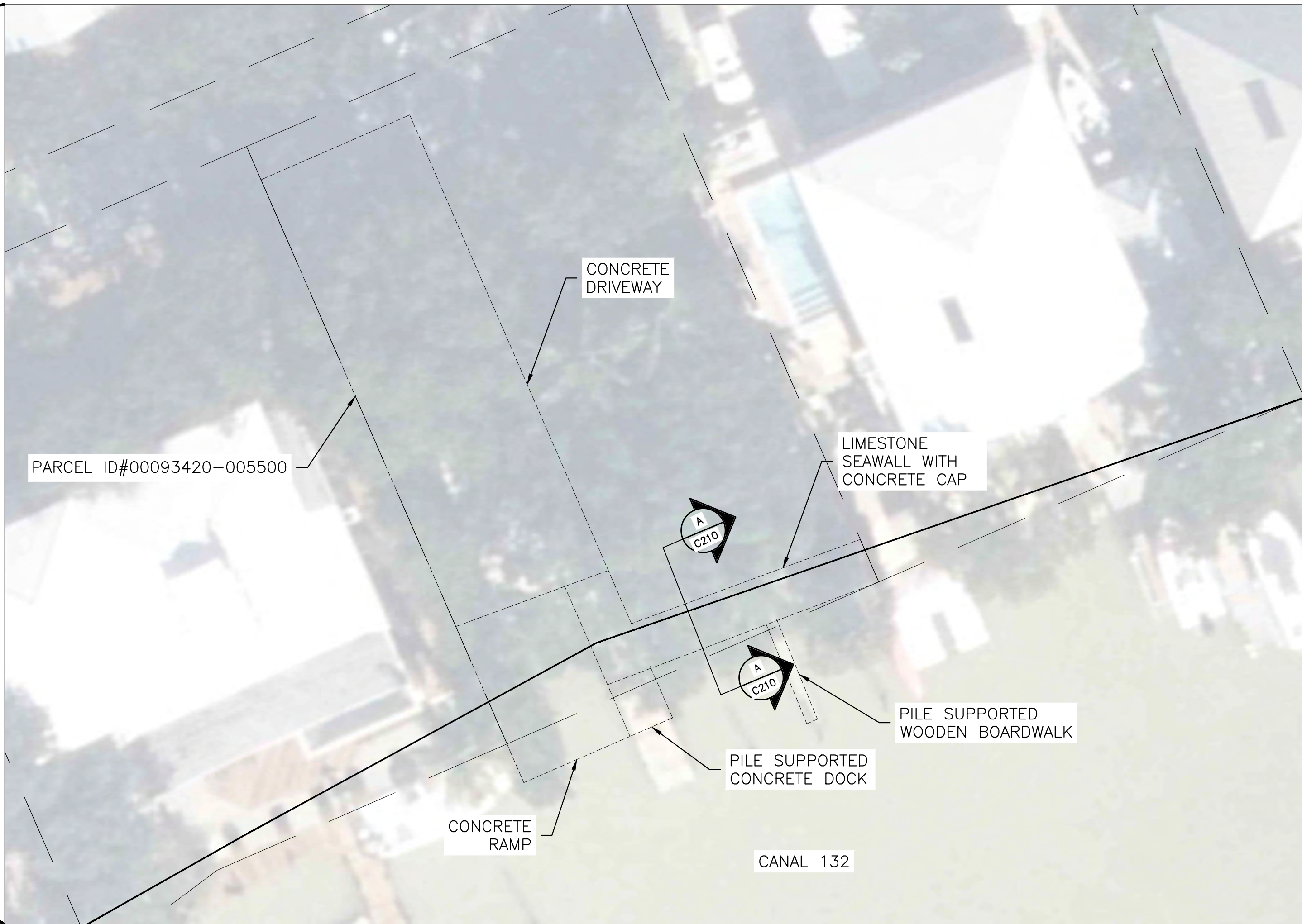
DEVELOPER  
VILLAGE OF ISLAMORADA





OVERALL SITE LAYOUT

LEGEND  
MONROE COUNTY PARCELS, 2010



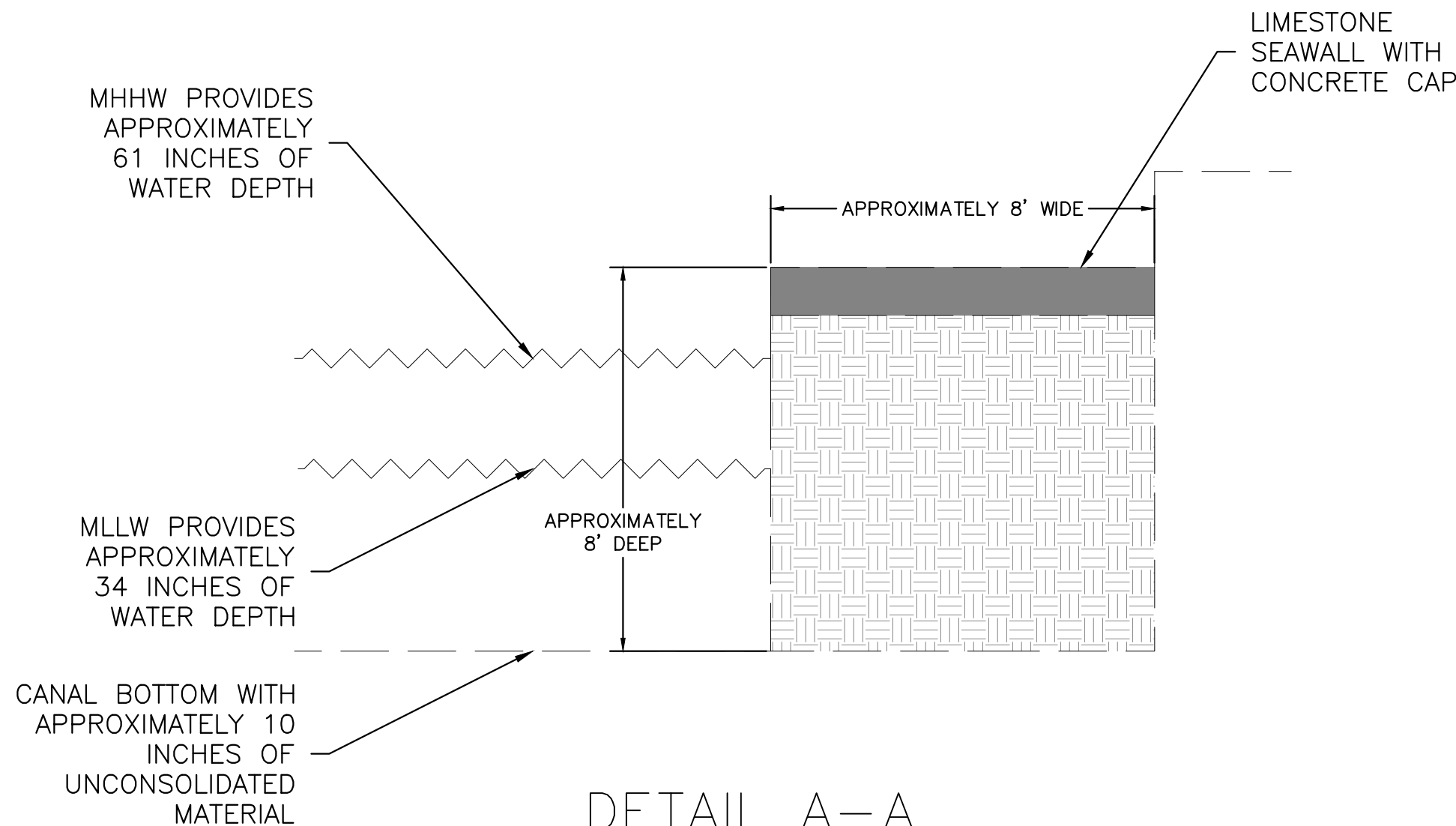
EXISTING SITE LAYOUT



CONCRETE DRIVEWAY, BOAT RAMP AND ELEVATED DOCK

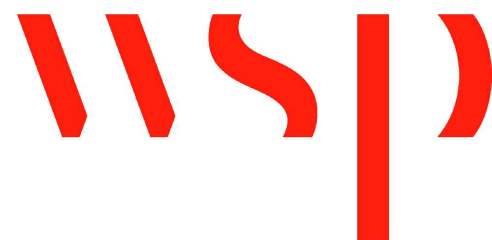


LIMESTONE SEAWALL WITH CONCRETE CAP AND ELEVATED WOODEN DOCK



DETAIL A-A

- NOTES:
- 1) THE MEASUREMENTS ARE BASED ON LIMITED FIELD DATA OBTAINED ON MARCH 28, 2019.
  - 2) THE TIDE LEVELS ARE BASED ON NOAA STATION ID 8723851 IN LOWER MATECUMBE KEY, FLORIDA.



USA ENVIRONMENT & INFRASTRUCTURE, INC.  
16250 NW 59th AVE, #206  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588

ENGINEER OF RECORD  
STEPHEN HANKS  
FL PE #72253

PROJECT:  
CANAL #132 PLANTATION KEY  
GRAVITY INJECTION WELL  
FINAL DESIGN

APPLICANT:



WSP PROJECT No:  
600800X11

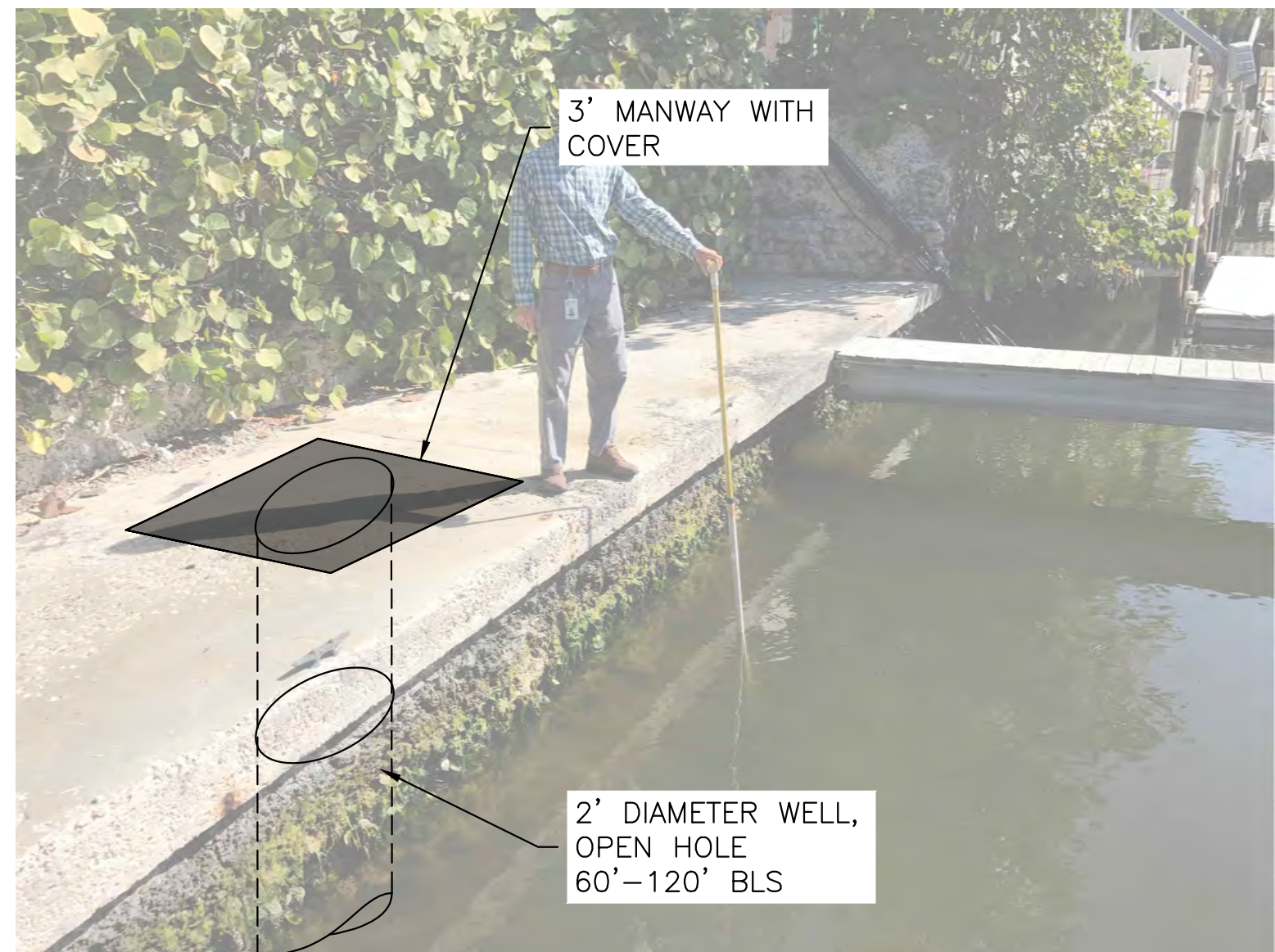
REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	SJH/GWC
DRAWN BY:	GWC
CHECKED BY:	SJH
APPROVED BY:	JK
DATE:	03/28/2019

SHEET TITLE:  
EXISTING  
SITE PLAN

SHEET NUMBER:	REV. #
C210	
SHEET 2 OF 5 SHEETS	



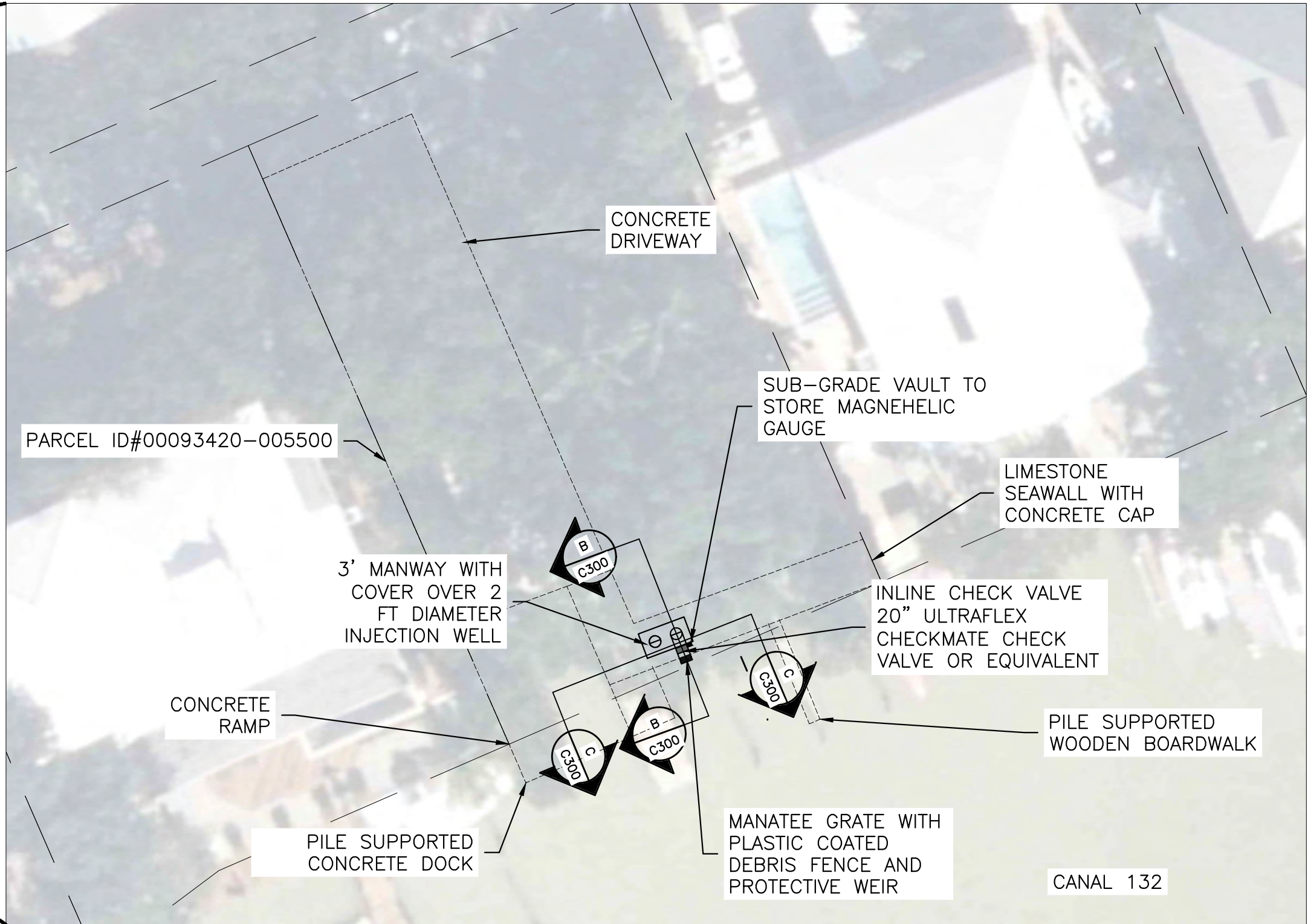


PROPOSED LOCATION OF WELL  
ALONG SEAWALL

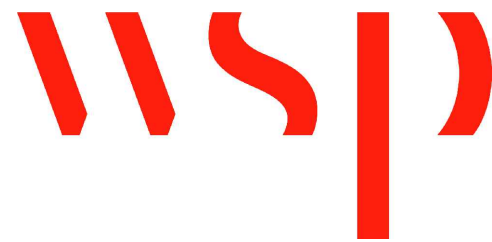


OVERALL SITE LAYOUT

LEGEND  
□ □ MONROE COUNTY PARCELS, 2010



PROPOSED SITE LAYOUT



USA ENVIRONMENT &  
INFRASTRUCTURE, INC.  
16250 NW 59th AVE, #206  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588

ENGINEER OF RECORD  
STEPHEN HANKS  
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PROJECT:  
CANAL #132 PLANTATION KEY  
GRAVITY INJECTION WELL  
FINAL DESIGN

APPLICANT:



WSP PROJECT No:  
600800X11

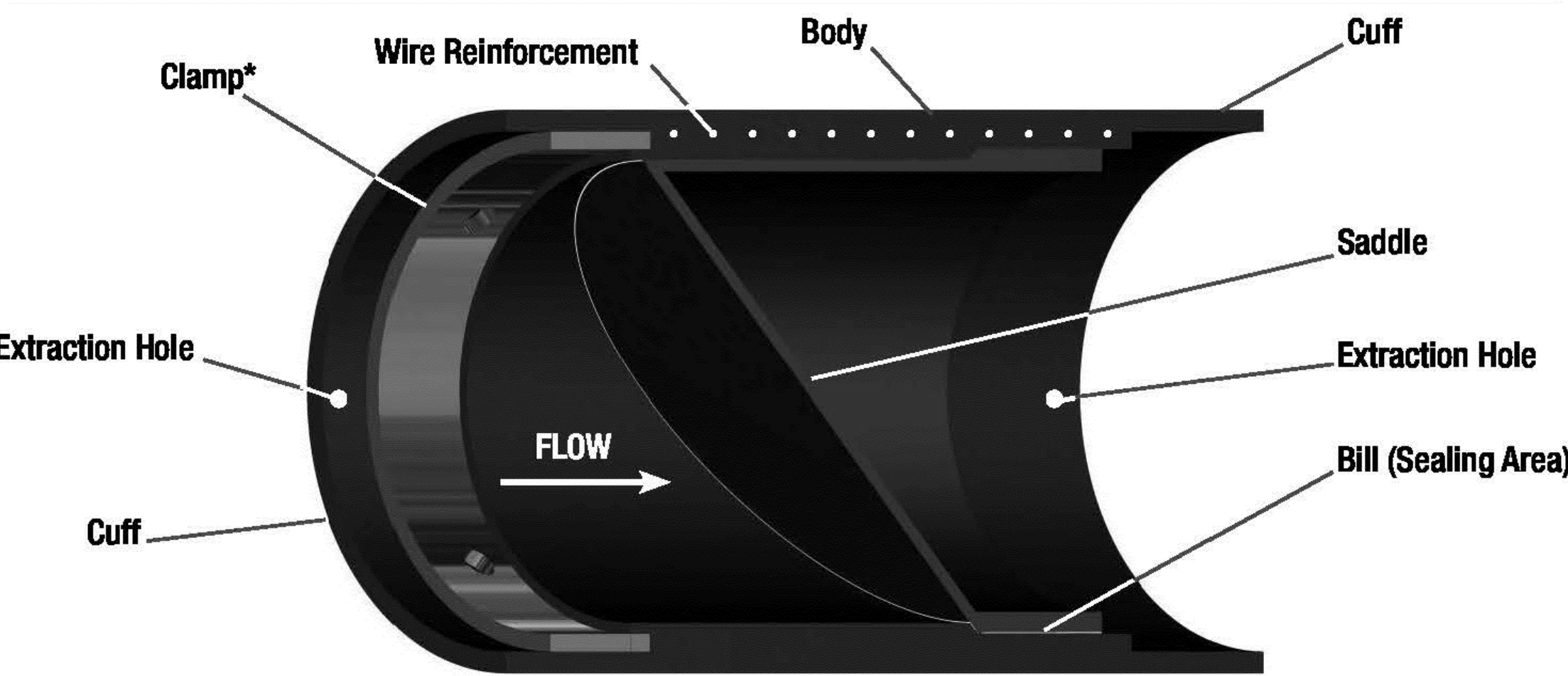
REVISIONS

NO.	DATE	BY	APPROVED

DESIGNED BY:	SJH/GWC
DRAWN BY:	GWC
CHECKED BY:	SJH
APPROVED BY:	JK
DATE:	03/28/2019

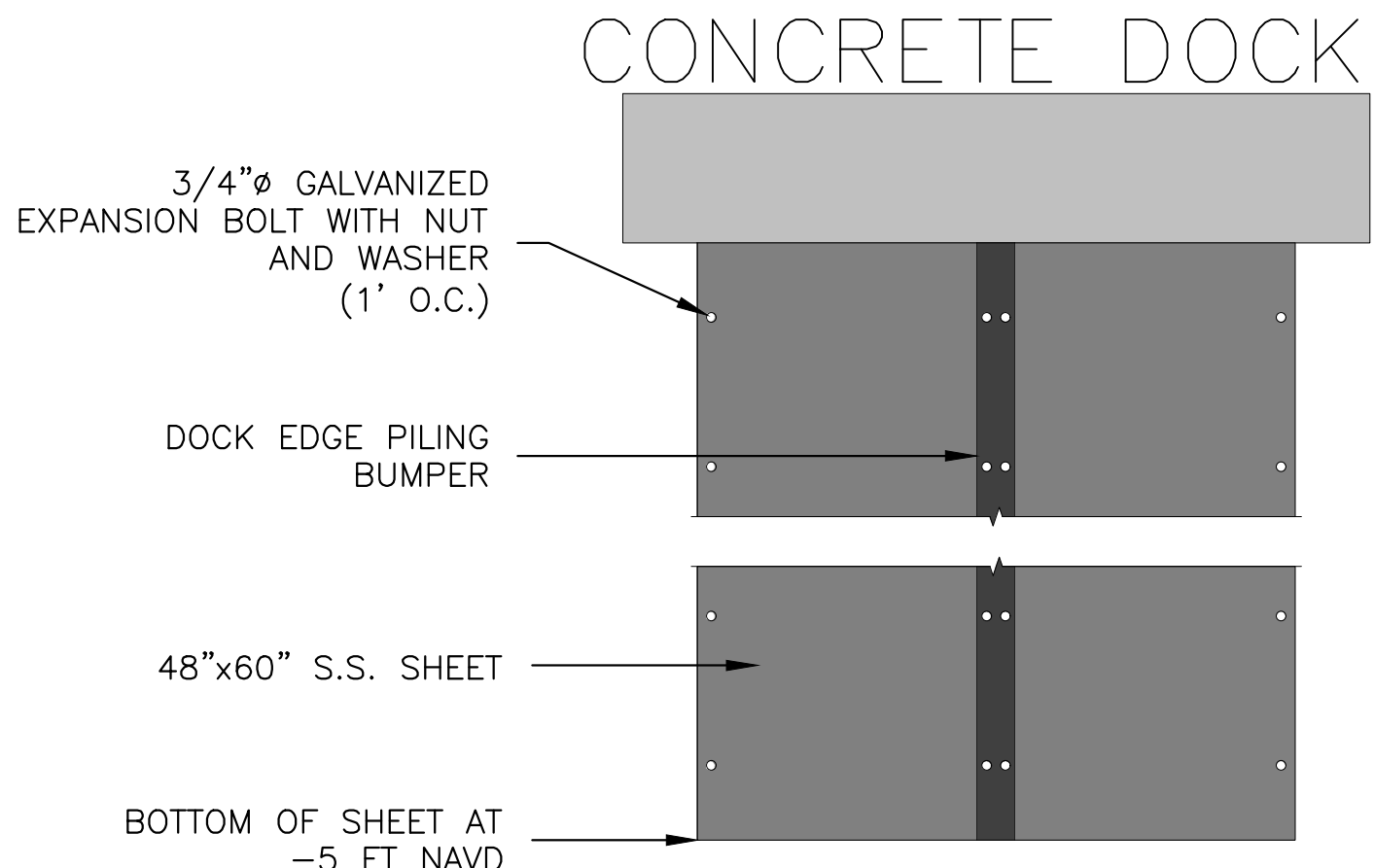
SHEET TITLE:  
PROPOSED  
SITE PLAN

SHEET NUMBER:	REV. #
C220	
SHEET 3 OF 5 SHEETS	

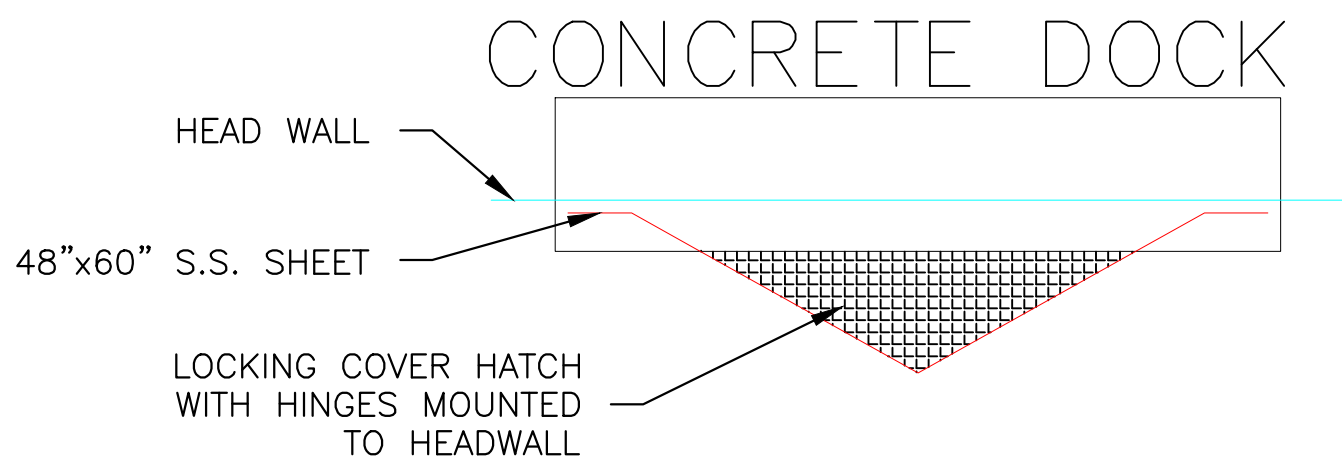


\*Clamps are installed in the upstream or downstream cuff, depending upon the application.  
The illustration above is shown clamped upstream.

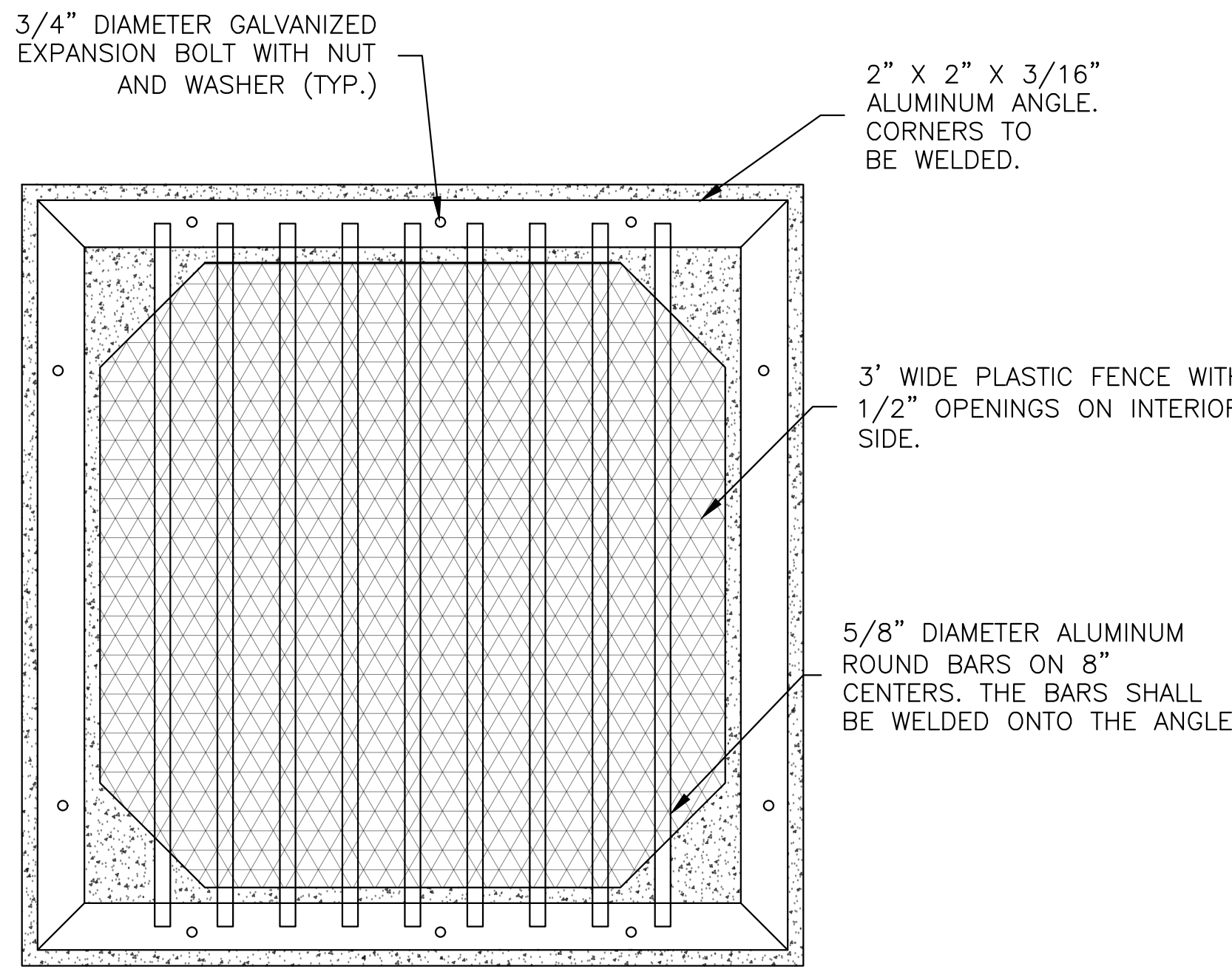
INLINE CHECK VALVE



WEIR DETAIL (FRONT VIEW)

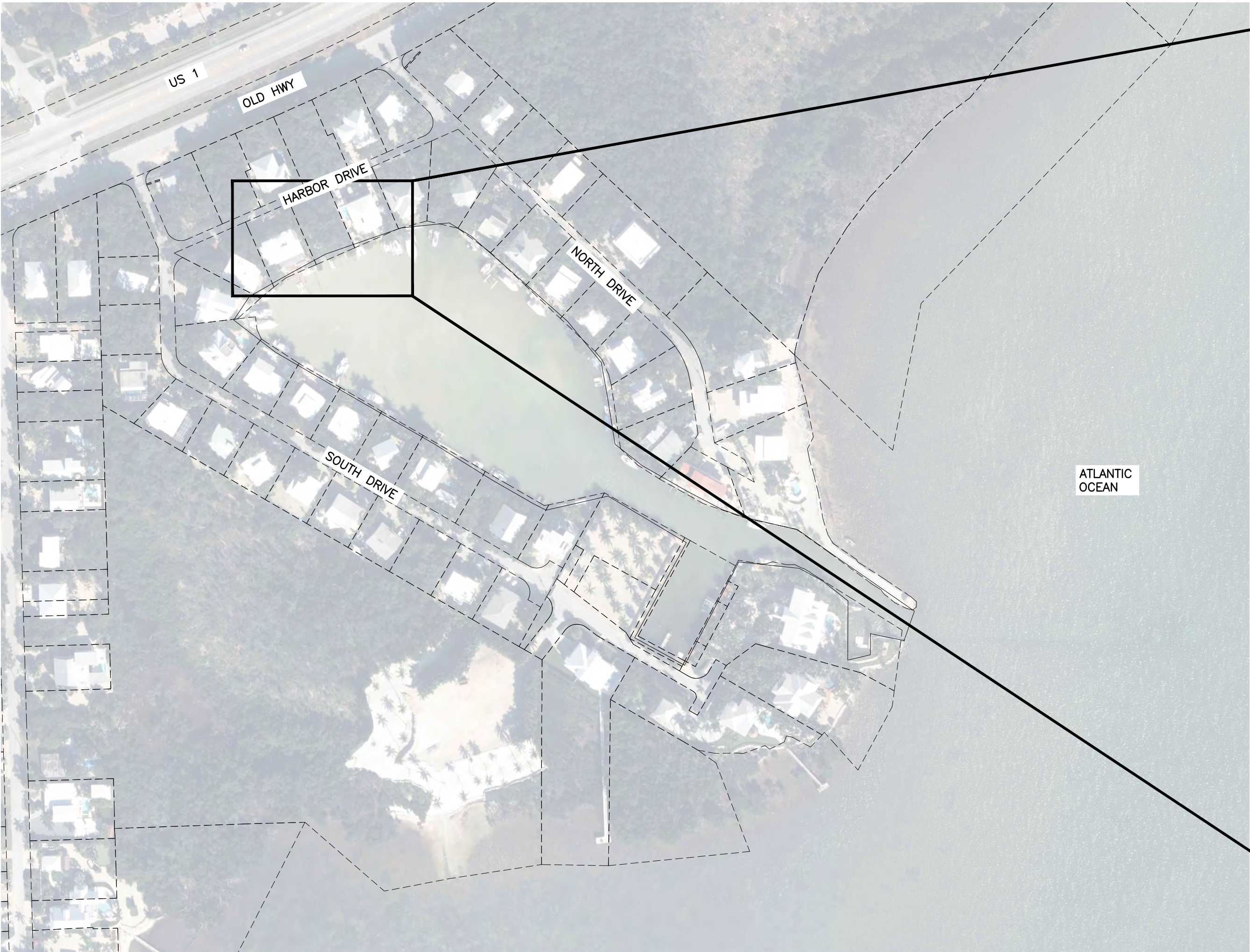


WEIR DETAIL (PLAN VIEW)

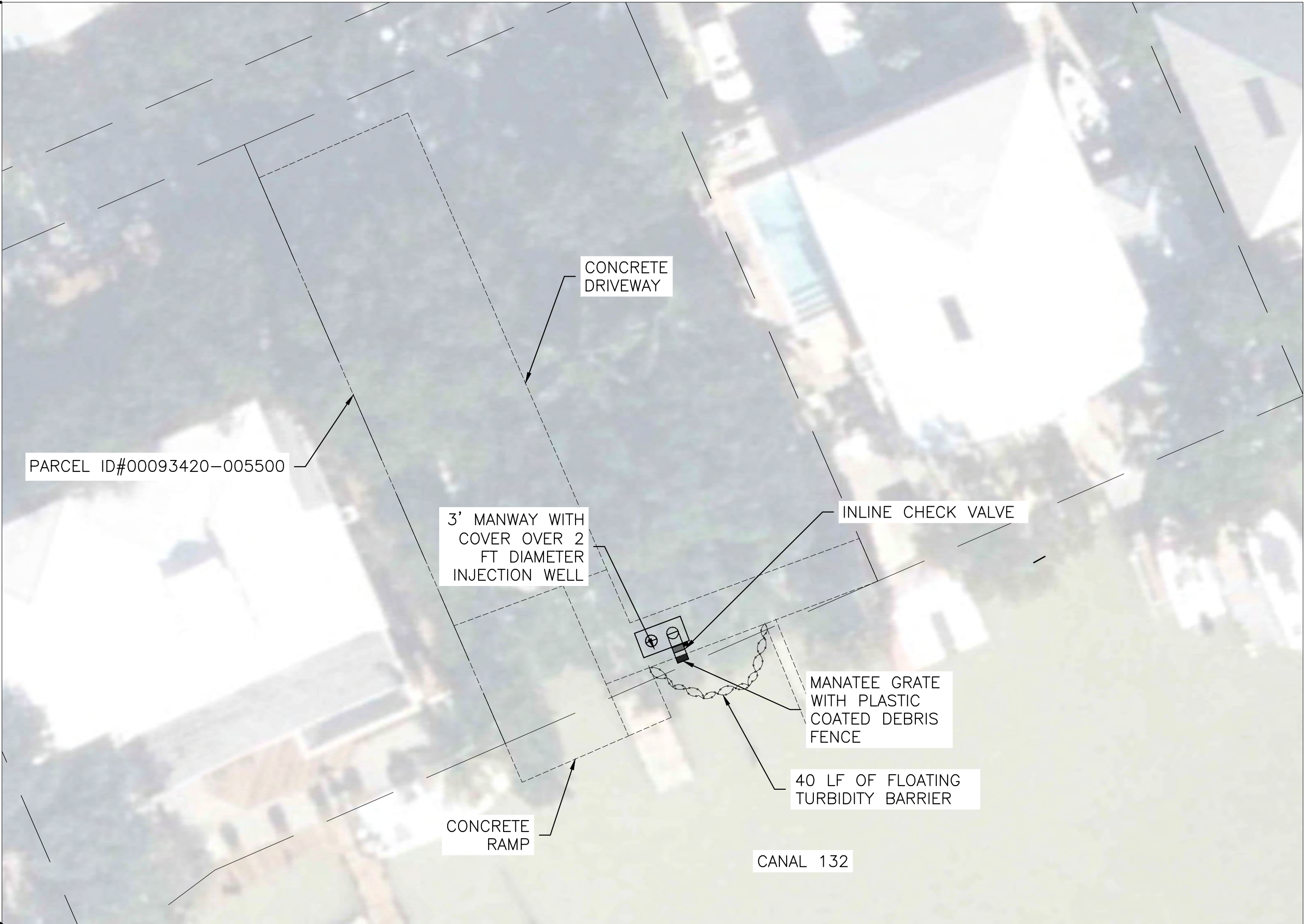
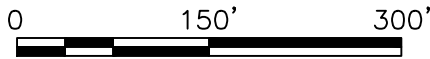


MANATEE GRATE INTAKE  
STRUCTURE DETAIL

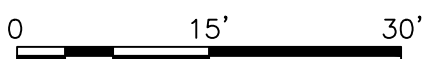




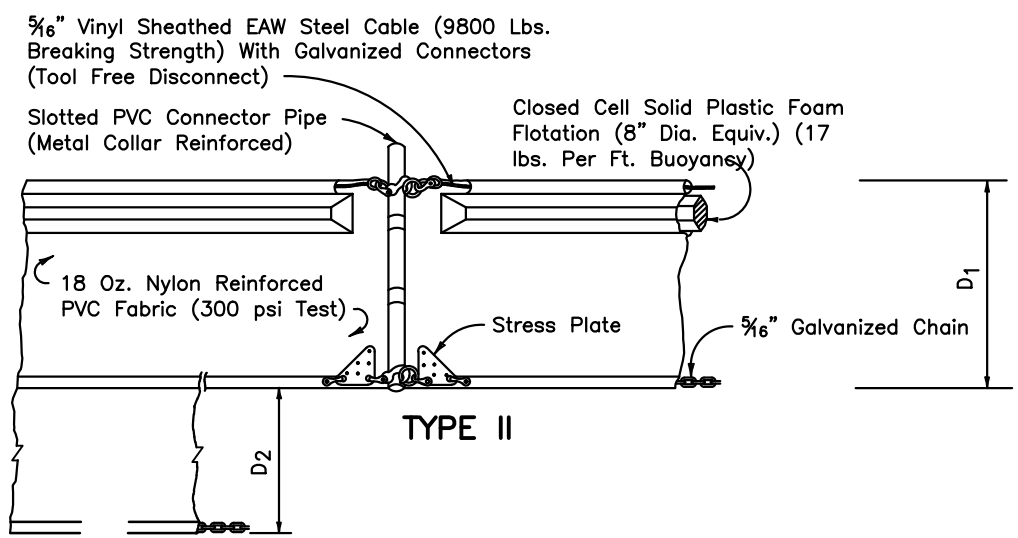
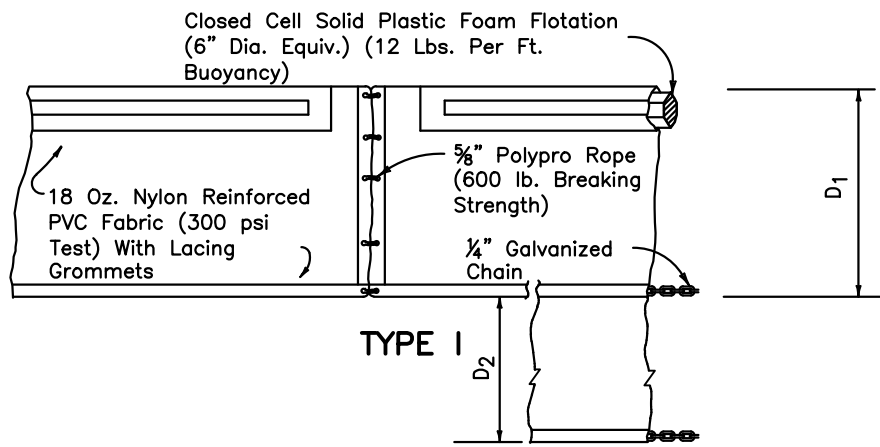
OVERALL SITE LAYOUT



PROPOSED EROSION AND CONTROL SITE LAYOUT



LEGEND  
∞ FLOATING TURBIDITY BARRIER



D1=5' Std. (Single Panel For Depths 5' or Less).  
D2=5' Std. (Additional Panel For Depths > 5').  
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two (2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



USA ENVIRONMENT & INFRASTRUCTURE, INC.  
16250 NW 59th AVE, #206  
MIAMI LAKES, FL 33014  
TEL: (305) 826-5588

ENGINEER OF RECORD  
STEPHEN HANKS  
FL PE #72253

PROJECT:  
**CANAL #132 PLANTATION KEY  
GRAVITY INJECTION WELL  
FINAL DESIGN**

APPLICANT:



WSP PROJECT No:  
600800X11

REVISIONS			
NO.	DATE	BY	APPROVED

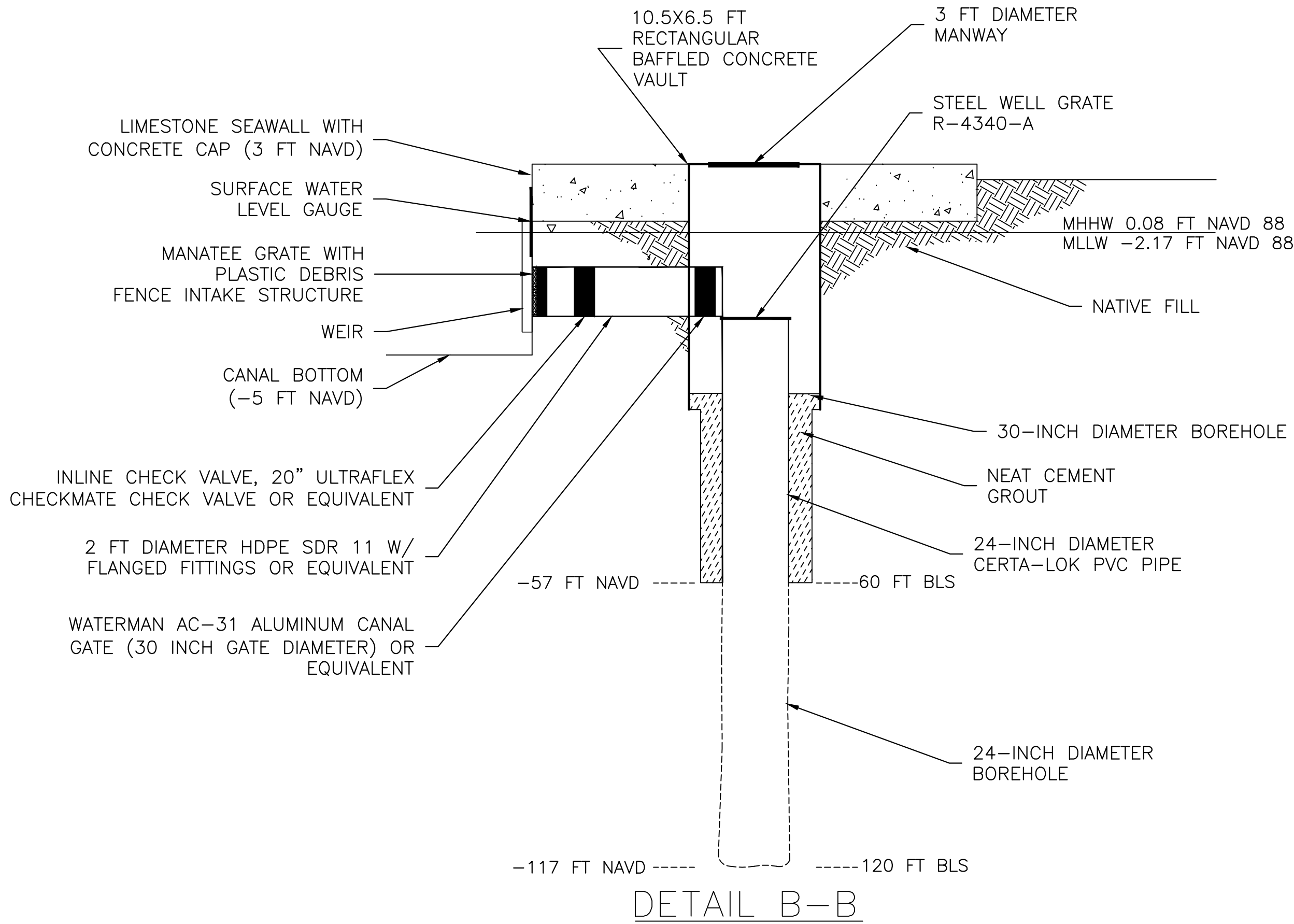
DESIGNED BY:	SJH/GWC
DRAWN BY:	GWC
CHECKED BY:	SJH
APPROVED BY:	JK
DATE:	03/28/2019

SHEET TITLE:

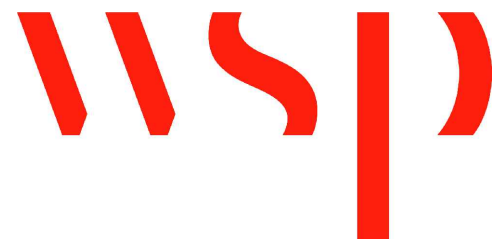
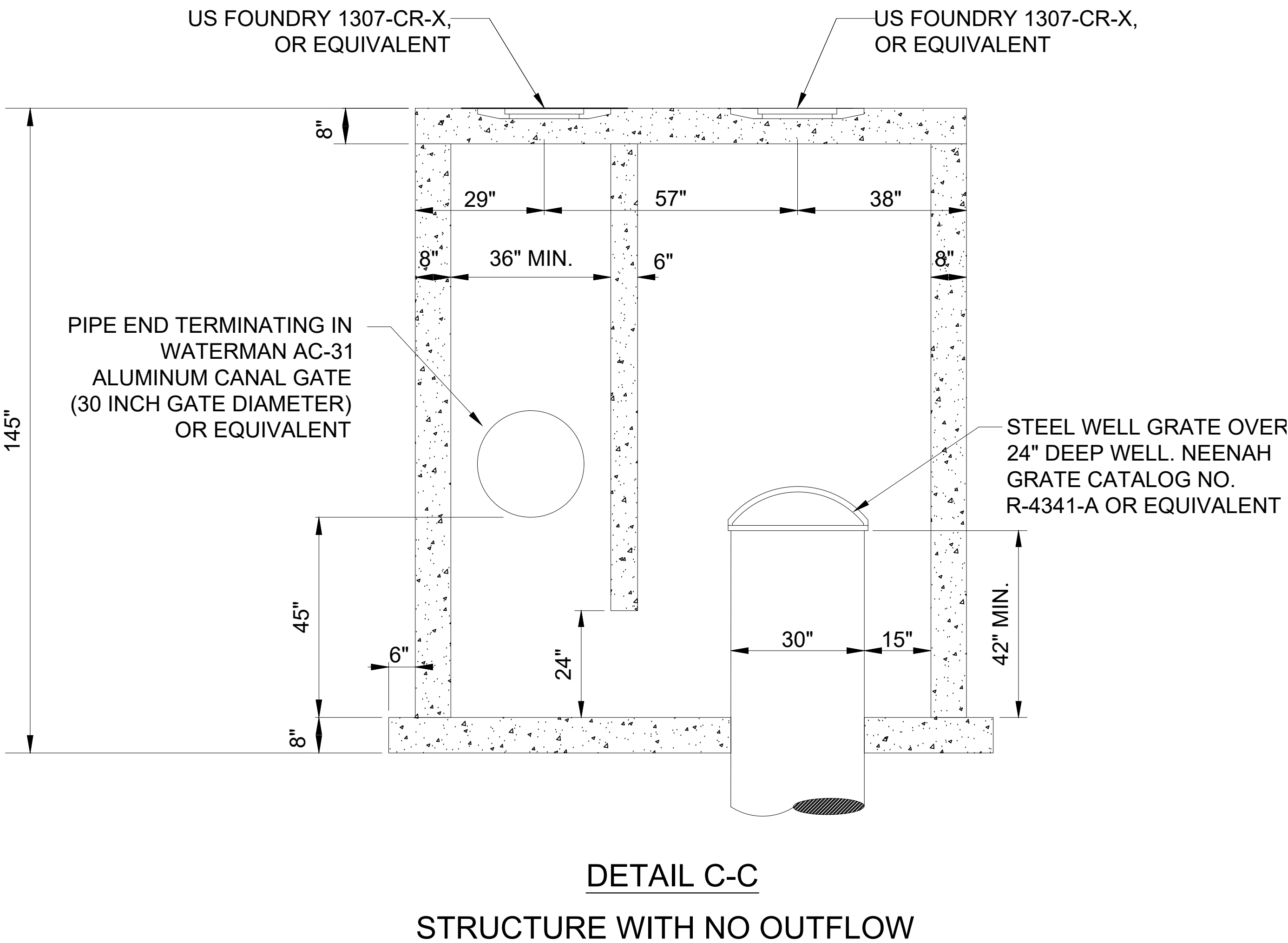
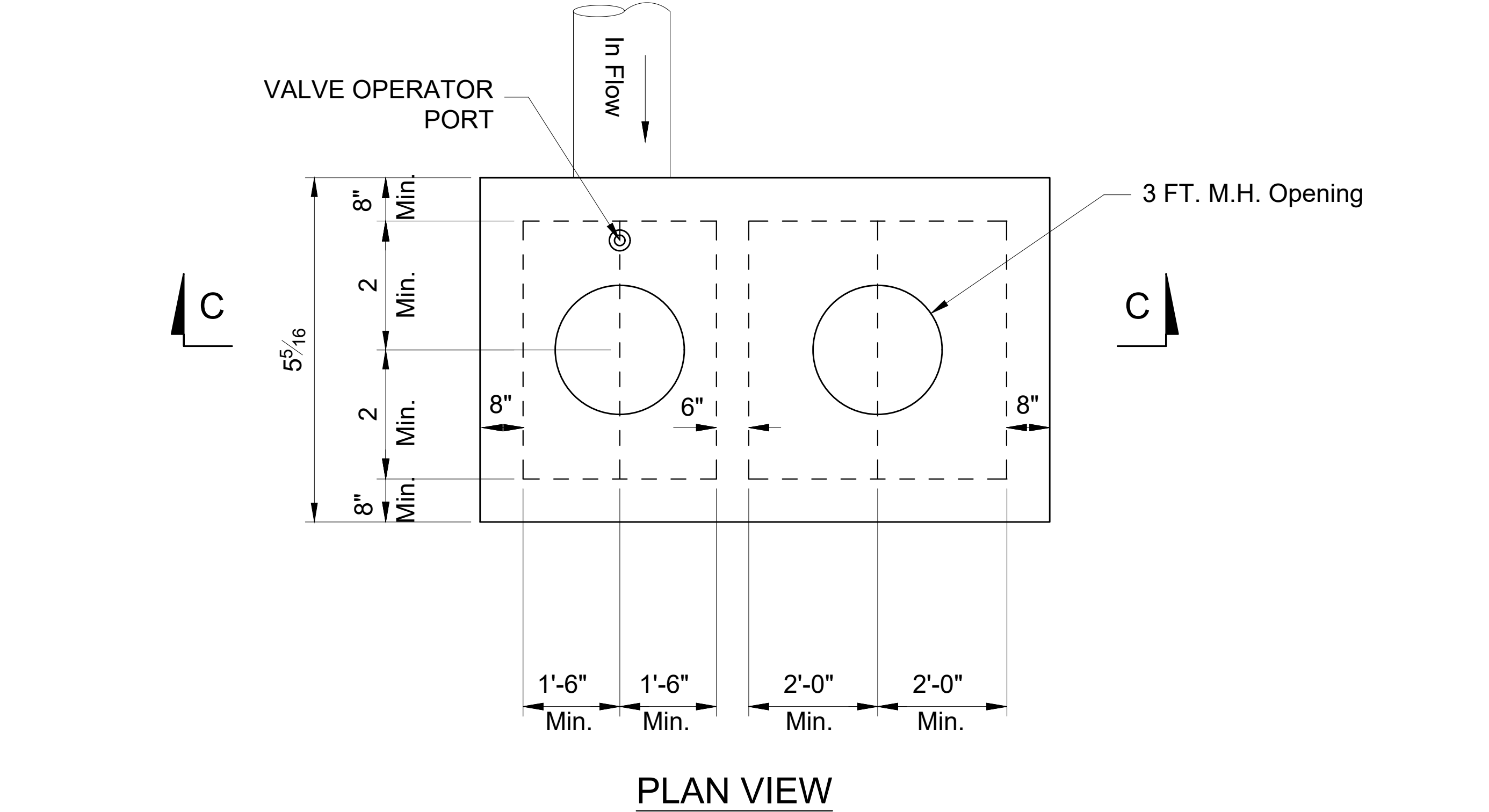
**PROPOSED  
EROSION AND SEDIMENT  
CONTROL PLAN**

SHEET NUMBER:	REV. #
C230	
SHEET 4 OF 5 SHEETS	





- NOTES:
- 1) THE MEASUREMENTS ARE BASED ON LIMITED FIELD DATA OBTAINED ON MARCH 28, 2019.
  - 2) THE TIDE LEVELS ARE BASED ON NOAA STATION ID 8723851 IN LOWER MATECUMBE KEY, FLORIDA.



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ENGINEER OF RECORD  
STEPHEN HANKS  
FL PE #72253

PROJECT:  
**CANAL #132 PLANTATION KEY  
GRAVITY INJECTION WELL  
FINAL DESIGN**

APPLICANT:



WSP PROJECT No:  
600800X11

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	SJH/GWC
DRAWN BY:	GWC
CHECKED BY:	SJH
APPROVED BY:	JK
DATE:	03/28/2019

SHEET TITLE:  
**PROPOSED  
DETAILS**

SHEET NUMBER:	REV. #
C300	
SHEET 5 OF 5 SHEETS	

Project: Canal #132 Gravity Infiltration Well Restoration  
 Location: Plantation Key, Florida  
 Contractor:  
 Date:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	
2	Maintenance of Traffic	LS	1	
3	Erosion and Sediment Control	LS	1	
4	24-inch Diameter Well	EA	1	
5	Well Vault	EA	1	
6	Manatee Grate	EA	1	
7	Headwall Restoration	LS	1	
8	Check Valve	EA	1	
9	Intake Manifold and Connection Piping Installation	LS	1	
10	Construction Surveys	LS	1	
11	Rehabilitation of Staging Area to Original Condition	LS	1	
12	Dock Removal and Repair to Original Condition	LS	1	
Signature below verifies the proposal remains in effect for ninety (90) days.				
Contractor's Signature:			Bid Total:	
Note:	These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.			

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**AGREEMENT**

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

**ISLAMORADA, VILLAGE OF ISLANDS**

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

a \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

**WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**Article I. PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**Section 1.01** The VILLAGE is in need of an independent experienced contractor to provide Canal 132 Restoration Gravity Infiltration Well Installation Services in a timely and responsive timeframe (the "Project").

**Section 1.02** On \_\_\_\_\_, 2024, the VILLAGE issued Request for Proposals No. 24-14 for the Project, including all Exhibits and Addenda (the "RFP").

**Section 1.03** On \_\_\_\_\_, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

**Section 1.04** The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

**Section 1.05** On \_\_\_\_\_, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

**Section 1.06** VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

## **Article II. SCOPE OF WORK**

**Section 2.01** CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

**Section 2.02** CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

**Section 2.03** CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

**Section 2.04** None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for its subcontractors' negligent acts, errors or omissions.

## **Article III. TIME FOR COMPLETION**

**Section 3.01** The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

**Section 3.02** Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

**Section 3.03** VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and

CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

#### **Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES**

**Section 4.01** The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_.00).

**Section 4.02** The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

**Section 4.03** The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

**Section 4.04** The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

**Section 4.05** The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

**Section 4.06** CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

## **Article V. CONTRACTOR'S LIABILITY INSURANCE AND BONDS**

**Section 5.01** The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

**Section 5.02** Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

**Section 5.03** Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

**Section 5.04** Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

**Section 5.05** Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability Insurance \$1,000,000 per claim and in the aggregate  
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy



shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

**Section 5.06** The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

**Section 5.07** The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

**Section 5.08 Bonds.** If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it

ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

## **Article VI. PROTECTION OF PROPERTY**

**Section 6.01** At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## **Article VII. CONTRACTOR'S INDEMNIFICATION**

**Section 7.01** The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

**Section 7.02** The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement. .

**Section 7.03** If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

**Section 7.04** Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **Article VIII. INDEPENDENT CONTRACTOR**

**Section 8.01** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint

employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

**Section 9.01** The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT  
ESTIMATED PROJECT COMPLETION DATE

**Section 9.02** In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

#### **Article X. TERM AND TERMINATION**

**Section 10.01** This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, for reasons other than the Villages breach of this Agreement, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

**Section 10.02** This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

#### **Article XI. CONTRACT DOCUMENTS**

**Section 11.01** CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; any the

RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

## **Article XII. MISCELLANEOUS**

**Section 12.01 Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

**Section 12.02 Assignments.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

**Section 12.03 Records.** CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

**Section 12.04 Public Records.** VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

**Section 12.05 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

**Section 12.06 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 12.07 E-Verify.** CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

**Section 12.08 Scrutinized Companies.**

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option

if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 12.09 Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

**Section 12.10 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Contact Name/Title  
Company  
Street Address  
City, State and zip code  
Email address

**Section 12.11 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Section 12.12 Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**Section 12.13 Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**Section 12.14 Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 12.15 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

**Section 12.16 Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

**Section 12.17 Extent of Agreement.** This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

**Section 12.18 Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT  
BEGINNING ON THE FOLLOWING PAGE]**

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ ("**Vendor**")

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

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

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

#### Written Declaration

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

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



**[SIGNATURE PAGE TO AGREEMENT]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: \_\_\_\_\_  
Robert Cole, Village Manager

AUTHENTICATION:

\_\_\_\_\_  
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

\_\_\_\_\_  
John J. Quick, Interim Village Attorney

**CONTRACTOR**

WITNESS:

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

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

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

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

Date: \_\_\_\_\_

Exhibit "A"  
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement