



**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 7.b**

**SPECIAL COMMISSION MEETING – CONSENT RESOLUTION**

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**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2015

**TITLE:** Consent Resolution to Authorize the Village Manager to Execute  
Contract for Storm Drain Cleaning and Maintenance Services

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**Recommendation**

It is recommended that the Village Commission piggyback from the City of Weston contract with A&A Drainage & Vac Services, Inc. and authorize the Village Manager to execute a contract with the same vendor (Exhibit 1).

**Background**

In fiscal year 2015/2016 the Village of Biscayne Park hired a consultant (Craig A. Smith and Associates, Inc.) using grant fund dollars to identify the deficiencies of the stormwater infrastructure and develop a stormwater master plan to improve collection, conveyance, and drainage in order to minimize flooding Village wide. As a result, the study ascertained the contributing factors leading to flooding during heavy rainfall to include poor infrastructure connectivity, outfalls, runoff and percolation. However, the projected cost to construct a multi-phase stormwater network is \$13,085,318. The alternative is to evaluate the design of two systems for possible outfall from a single pipe. Due to funding constraints, staff will examine the sources of available funding to cover the scope of work for either option.

In the interim, staff is establishing a pilot storm drain maintenance program to address the current stormwater issues in the Village. The program consists of identifying the location of structures, numbering each of the structures to ensure expediency in the calls for service, cleaning drains, manholes and lateral lines, and maintaining a regular schedule for the inspection, cleaning and repair of these systems.

Due to limited resources and the technical competencies required to implement and sustain this new program, staff contacted the Public Works Department in other cities for best practices in stormwater cleaning and maintenance. The City of Weston recommended piggy backing from their contract with A&A Drainage & Vac Services, Inc. in accordance with RFP No. 2013-18 (Exhibit 2) and gave the company a high satisfaction rating. A review of the piggyback contract revealed that the provisions are consistent with the framework of the pilot storm drain maintenance program. With the Village Commission's consent, the Village Manager will execute a \$14,000 contract with

the company and commence with the prescribed scope of services. As a benchmark, the comparative quote from Shenandoah is provided as Exhibit 3.

**Resource Impact**

The Village Commission earmarked \$40,000 in the CITT (Citizens' Independent Transportation Trust) budget to cover the scope of services for the cleaning and maintenance of storm drain structures Village wide. The value of the contract with A & A Drainage and Vac Services, Inc. is \$14,000.

G/L Number	Description	Adopted Budget	Projected Expense	Estimated Balance
103-541-5310000.450	Storm Drainage- Village wide drain vacuuming/cleaning	\$40,000	\$14,000	\$26,000

**Attachment**

- Exhibit 1 – Resolution
  - Exhibit 2 and 2A – City of Weston Contract
  - Exhibit 3 – Comparative Quote Shenandoah
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Prepared by: Sharon P. Ragoonan, Village Manager

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3 **RESOLUTION NO. 2016-38**  
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE**  
9 **PARK AND A & A DRAINAGE & VAC SERVICES, INC.,**  
10 **FOR MAINTENANCE OF STORMWATER DRAINS AND**  
11 **SANITARY SEWER FACILITIES; PROVIDING FOR AN**  
12 **EFFECTIVE DATE.**

13  
14 WHEREAS, the Village of Biscayne Park has the need to procure the services for the  
15 maintenance of stormwater drains and sanitary sewer facilities; and,  
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17 WHEREAS, the City of Weston competitively bid for maintenance of stormwater and  
18 sanitary sewer facilities (RFP No. 2013-18); and  
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20 WHEREAS, A & A Drainage & Vac Services, Inc. (hereinafter referred to as  
21 “Contractor”), submitted a Bid in response to the City of Weston’s RFP; and  
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23 WHEREAS, after receipt of a qualified bid from Contractor, the City of Weston entered  
24 into a contract with Contractor on February 4, 2014 for a term of three (3) years with the option  
25 to renew for two (2) additional three (3) year terms to provide maintenance of stormwater and  
26 sanitary sewer facilities, which contract is attached hereto and made part hereof as Exhibit “1”;  
27 and  
28

29 WHEREAS, the Village has reviewed the scope of services of the competitively bid  
30 City of Weston Contract, and has determined that it is an agreement that can be utilized by the  
31 Village to provide maintenance of stormwater drains and sanitary sewer facilities; and  
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33 WHEREAS, the City of Weston Contract allows Contractor to enter into an agreement  
34 for the maintenance of stormwater drains and sanitary sewer facilities with the Village under  
35 an arrangement where the Village establishes this agreement based on the contract developed  
36 and executed by the City of Weston and Section 19-9 of the Code of Ordinances of the Village  
37 of Biscayne Park, Florida, which authorizes the Village to procure these services through such  
38 an arrangement; and  
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40 WHEREAS, Contractor has agreed to honor the prices and terms and conditions of the  
41 City of Weston Contract in providing maintenance of stormwater drains and sanitary sewer  
42 facilities for the Village; and  
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44 WHEREAS, the Village desires to retain the services of Contractor establishing this  
45 agreement based on the contract developed and executed by the City of Weston; and  
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47 WHEREAS, the Village Commission finds it to be in the best interests of the residents  
48 of the Village to piggy back off of the City of Weston’s contract and to further authorize the  
49 Mayor to execute the agreement for services.  
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NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAZYNE PARK, FLORIDA:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Mayor is authorized to execute the agreement for maintenance of stormwater and sanitary services between the Village of Biscayne Park and A &A Drainage & Vac Services, Inc., attached hereto as Exhibit "2".

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**The foregoing resolution upon being put to a vote, the vote was as follows:**

\_\_\_\_\_  
David Coviello, Mayor

Mayor Coviello: \_\_\_\_  
Vice Mayor Ross: \_\_\_\_  
Commissioner Anderson: \_\_\_\_  
Commissioner Jonas: \_\_\_\_  
Commissioner Watts: \_\_\_\_

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney



**CITY OF WESTON**

**MAINTENANCE OF STORMWATER AND SANITARY  
SEWER FACILITIES**

Request For Proposals  
RFP No. 2013-18

**DECEMBER 2013**

**CITY OF WESTON, FLORIDA**

**RFP No. 2013-18**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

- CHAPTER 1: AGREEMENT**
- CHAPTER 2: REQUEST FOR PROPOSALS (EXHIBIT "A")**
- CHAPTER 3: CONTRACTOR'S RFP PROPOSAL (EXHIBIT "B")**
- CHAPTER 4: RATES AND FEES SCHEDULE (EXHIBIT "C")**
- CHAPTER 5: CERTIFICATE(S) OF INSURANCE**

## **CHAPTER 1 - AGREEMENT**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013

**AGREEMENT BETWEEN THE**

**CITY OF WESTON**

**AND**

**A & A DRAINAGE & VAC SERVICES, INC.**

**FOR**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

**RFP NO. 2013-18**

This Agreement, is made and entered into the 4<sup>th</sup> day of February, 2014 by and between the City of Weston, a Florida municipal corporation ("CITY"), and A & A Drainage & Vac Services, Inc. ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on January 21, 2014, the CITY enacted Resolution No. 2013-18 which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR A & A Drainage & Vac Services, Inc.; and

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

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

**AGREEMENT BETWEEN THE CITY OF WESTON, AND A & A DRAINAGE & VAC SERVICES, INC. FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 31<sup>st</sup> day of January, 2014; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_

ATTEST:

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

CITY OF WESTON, through its City Commission  
By: [Signature]  
Daniel J. Stermer, Mayor

3<sup>rd</sup> day of February, 2014

By: [Signature]  
John R. Flint, City Manager

4<sup>th</sup> day of February, 2014

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

By: [Signature]  
Jamie Alan Cole, City Attorney

31<sup>st</sup> day of January, 2014

(CITY SEAL)

WITNESSES:

[Signature]

CONTRACTOR, A & A Drainage & Vac Services, Inc.

By: [Signature]  
TITLE PRESIDENT

Ann Braslaw  
Print Name

JAMES SCRIMA  
Print Name

30 day of JANUARY, 2014

[Signature]  
EVELYN M. SALAMONE  
Print Name

(CORPORATE SEAL)

## ADDENDUM #1

(ISSUED DECEMBER 11, 2013)

TO

### **RFP NO. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

A mandatory pre-proposal conference was held on December 10, 2013, at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal were required to attend this meeting. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

A summary of the meeting is outlined below:

1. The meeting started at 2:04 p.m. and proposers were notified to document their attendance by completing the sign-in sheet. Only those who attended the Mandatory Pre Bid meeting will be allowed to submit. (Sheet Attached).
2. Karl Thompson, Director of Public Works outlined the purpose of the meeting, main paragraphs in the Notice to Proposers, general description proposed work.
3. Proposers were advised of the deadline date to submit qualifications are December 30, 2013 at 11:00 a.m. at Weston City Hall, 17200 Royal Palm Blvd, Weston FL 33326.
4. All questions must be sent in writing to Karl Kennedy by 4:00 pm, local time on December 23, 2013.
5. Karl Thompson reminded the attendees that Addendum #1 will be issued in 3 to 5 days of this meeting.
6. Meeting adjourned at 2:12 p.m.
7. The questions asked and answers provided are stated below:

A. Is an engineer's estimate?

*There is no engineer's estimate.*

B. Page 16 of the project documents is asking for Asbestos Liability?

*Please read Section E on page 15. "If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY."*

C. How old is the City's sewer system?

*First systems were built in 1988.*

D. What is the term of the contract?

*Initial term of 3 years with two options for renewal.*

### **CHANGES IN THE CONTRACT DOCUMENTS**

A. On page 5 of 76, the sixth paragraph has been corrected and shall now read as follows:

*Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2013**.*

B. On page 27 of 76, Section 4.4 Selection Committee has been corrected and shall now read as follows:

*Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor who will review submissions and provide a recommendation to the City Commission.*

C. On page 12, Paragraph M has been revised to add the following section M.4:

*4. Failure, by the CONTRACTOR, to comply with the operational provisions of stated response time shall result in liquidated damages due to the CITY as follows:*

*(A) Failure to respond to the site with within 30 minutes of being notified by the CITY shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00).*

*(B) Failure to answer 24/7 emergency telephone line after 3 attempts by CITY (for the same emergency incident) shall result in liquidated damages due to the CITY in the amount of two Hundred Fifty Dollars (\$250.00).*

END OF ADDENDUM

**ADDENDUM #2**  
**(ISSUED DECEMBER 27, 2013)**

TO

RFP NO. 2013-18  
MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

The attached correspondence was submitted via email by Shenandoah Construction., the City provides the following response (**in bold**):

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.  
**On page 45 of the RFP document it states "The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements ...". NPDES inspection includes the following tasks:**
  - a. **Structures are inspected annually. Level of debris in each structure is recorded. The structures meeting the threshold for subsequent cleaning are scheduled for cleaning.**
  - b. **Inspect all catch basin grates to ensure decals or signage depicting "No dumping, drains to lakes" are in place and visible.**
  - c. **Inspect and remove debris, weeds on and around catch basins and other stormwater structures.**
  
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?  
**For a general maintenance contract, experienced CONTRACTORS should be aware that pipe sizes and length vary, therefore must consider a range when pricing.**

**Item 5 covers pipe size over 36".**

**On Page 4 under EXPERIENCE it states, "Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston." Therefore, CONTRACTOR should be familiar with the typical conditions in South Florida.**

- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract such as this, experienced CONTRACTORS should be aware of typical spacing sanitary sewer manholes.**
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract, experienced CONTRACTORS are aware of that distances of terminal manholes to lift station wet well vary within the typical norms and shall price accordingly.**
- 5) Item 5: Pipe size range (36" >) to broad to price accurately.  
**This is typical of other governmental RFPs and bids.**
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.  
**The RFP states *"The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to,...."*. The response time is for emergencies and remains unchanged and CONTRACTOR shall submit prices in accordance with the RFP requirements.**

Attachment: Email from [d.dimura@shenandoahconstruction.com](mailto:d.dimura@shenandoahconstruction.com)

END OF ADDENDUM

## **SECTION 1. SCOPE OF SERVICES**

- 1.1 The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated December 2013, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2 After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

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

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or

agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

**7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: John R. Flint, City Manager  
Weston City Hall  
17200 Royal Palm Boulevard  
Weston, Florida 33326

With a copy to:

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

CONTRACTOR: A & A Drainage & Vac Services, inc.  
13846 NW 14<sup>th</sup> Street  
Pembroke Pines, FL 33028  
954-680-0294

**7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by

this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 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.
- 7.24 Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 **Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 **Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

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**CHAPTER 2 – REQUEST FOR PROPOSALS**

**(EXHIBIT 'A')**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



**CITY OF WESTON**

**MAINTENANCE OF STORMWATER AND SANITARY  
SEWER FACILITIES**

Request For Proposals  
RFP No. 2013-18

**DECEMBER 2013**

- SECTION 1: REQUEST FOR PROPOSALS NOTICE**
- SECTION 2: BACKGROUND INFORMATION**
- SECTION 3: GENERAL CONDITIONS**
- SECTION 4: PROPOSAL PROCESS**
- SECTION 5: FORMS**
- SECTION 6: AGREEMENT**

## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

The City of Weston issued the following Request for Proposals (RFP) Notice pertaining to **Maintenance of Stormwater and Sanitary Sewer Facilities** for the CITY. The RFP Notice was advertised in the *Sun-Sentinel* on November 30, 2013.

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## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida will be accepting sealed proposals for:

### REQUEST FOR PROPOSALS MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES RFP NO. 2013-18

The CITY is requesting proposals from qualified contractors, (hereinafter referred to as the CONTRACTOR), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, city owned stormwater, sanitary sewer structures and appurtenances including but not limited to: catch basins, inlets, manholes, pipe outfall, and pollution control devices, sanitary sewer pipes and lift stations. Sealed proposals will be received by the City Clerk until **11:00 a.m., local time, Monday, December 30, 2013, (the "Proposal Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time will be returned unopened.

#### AVAILABILITY OF RFP DOCUMENTS

Interested parties may purchase a Request for Proposals ("RFP") for **MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES** at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327, 8:30 a.m. – 4:30 p.m., Monday through Friday, upon payment of a \$50.00 non-refundable fee, for each RFP. Payment must be made by check, Visa, Master Card or American Express. No cash payments will be accepted. The RFP may also be examined at the Weston Community Center at the referenced address. Proposals shall be submitted on the form(s) provided.

Project Manuals are also available for electronic download from Onvia DemandStar at <http://www.demandstar.com>. There is a cost for any document package electronically downloaded from the Onvia DemandStar Web site by members without subscriptions that include the City of Weston in their subscription service territory.

#### EXPERIENCE

Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.

#### MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Tuesday, December 10, 2013 at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal are required to attend this meeting. Proposers shall allow sufficient time to ensure arrival prior to the indicated time. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final. The official clock at the location of the Pre-Proposal Conference shall govern.

#### PROPOSAL PROCEDURES

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package must clearly indicate the submitting **RFP No. 2013-18, "Maintenance of Stormwater and Sanitary Sewer Facilities."** Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain seven (7) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated above. Each copy shall contain all required information in order to be considered responsive.**

Once a Proposal has been submitted to the City Clerk, it shall not be returned to the Proposer for any reason. The withdrawal, modification or correction of a Proposal after it has been opened by the CITY shall constitute a breach by the Proposer.

All proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the Proposal. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

Proposal security in the form of a Proposal Bond acceptable to the CITY or Cashier's Check made payable to the "City of Weston" in the amount of ten thousand dollars (\$10,000.00), will be required.

The Sealed Proposals will be publicly opened at the City Hall immediately after the Proposal Submittal Deadline. The official clock at the City Hall reception desk shall govern. Award of the Proposal will be made at a City Commission meeting.

Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2014**.

All Proposers are advised that the CITY has not authorized the use of the City seal by individuals or entities responding to CITY Request for Proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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

The City Commission of the City of Weston reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make awards in the best interests of the CITY.

A Cone of Silence is imposed upon publication of this Notice to Proposers. The Cone of Silence prohibits communications with the following individuals pertaining to this RFP: Any member of the City Commission: Daniel J. Stermer, Mayor; Angel M. Gomez, Commissioner; Toby Feuer, Commissioner; Jim Norton, Commissioner; and Thomas M. Kallman, Commissioner; or any member of the Selection Committee: Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor; or any member of the Protest Committee, if and when established. The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Commission. The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

All lobbyists shall register with the CITY prior to engaging in any lobbying. The details of the CITY's Lobbyist Registration requirements are set forth in Chapter 25 of the City Code

Patricia A. Bates, MMC

City Clerk

City of Weston

Published on: November 30, 2013

## SECTION 2 – BACKGROUND INFORMATION

### 2.1 General

The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, city owned stormwater, sanitary sewer structures and appurtenances including but not limited to: catch basins, inlets, manholes, pipe outfall, and pollution control devices, sanitary sewer pipes and lift stations. Upon the City Commission's ratification of the Selection Committee's rankings, the CITY will enter into an agreement, in the form attached to this RFP (the "Agreement") with a CONTRACTOR.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity, sediment and permitting.

The CONTRACTOR must self perform all services unless otherwise indicated. No Sub-contracting of the main services will be allowed.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

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

### 2.2 Scope Of Work

- A. **Background** – The CITY is responsible for the management and maintenance of the City's wastewater and stormwater infrastructure. This includes includes: stormwater management systems consisting of a complex network of over 1700 catch basins, drainage structures, weirs, pipes, culverts, lakes, canals, outfalls and pumping stations; and approximately 139 miles of wastewater gravity pipes, 57 miles force mains, over 3600 manholes and 69 wastewater lift stations.
  
- B. **Services** – The CONTRACTOR shall furnish all labor, supervisor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT) and services required to accomplish the regular maintenance of the CITY's stormwater management system and sanitary sewer (wastewater) facilities which include, but is not limited to the cleaning of the following:
  - 1. Catch basins.
  - 2. Stormwater manholes.
  - 3. Stormwater pipes.
  - 4. Stormwater pollution control structures, weirs & other appurtenances.
  - 5. Sanitary sewer/Wastewater gravity pipes and manholes.
  - 6. Sanitary sewer/Wastewater force mains.
  - 7. Wastewater lift stations.
  - 8. Closed Circuit Televising of pipe (CCTV) – (can be performed by a

subcontractor).

9. Unforeseen emergency work involving the systems stated above and specified herein.

The CONTRACTOR will be required to respond to and provide services for routinely scheduled and preventative work orders as specified by the CITY. Additionally, those events where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water line breaks/repair, wastewater line blockage, sanitary sewer overflows (SSO), potholing, street wash down and cleanup sewage decontamination, stormwater pipe and culvert investigations, lid and grate replacement.

- C. **Emergency Callouts:** The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff and equipment shall be on scene within one half hour of notification. Proposal shall identify staffing availability for emergency response, distance of travel and equipment to demonstrate that this response time can be met. The Contractor shall supply the CITY with the name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall remain current at all times. Any changes shall be forwarded to the CITY in writing. All procedures for emergency callouts will be consistent with the Broward County regulations. Hourly rates for staff and equipment responding to emergency call outs, after hours, shall be stated in FORM 5. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless if less time is spent resolving the emergency.
- D. **Cleaning/Maintenance** – The CONTRACTOR shall be responsible for performing the cleaning of the entire sanitary sewer system and stormwater infrastructure. The intent of sewer line cleaning is to remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the pipe. Pipe cleaning shall be performed with a hydraulically propelled high-velocity jet. The equipment shall be capable of removing tree roots, dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. As a minimum, jetting of lines must be performed by pulling the high velocity spray nozzle in the direction opposite to the force created by the water pressure. The CONTRACTOR shall employ a debris trapping system or implement vacuuming in the outlet of the downstream manhole prior to cleaning any sewer line to contain all foreign materials in the manhole. The CONTRACTOR will remove all trapped materials from the manhole prior to removal from the system.

All Materials resulting from the sewer line cleaning shall be removed from the sewer lines and associated structures prior to moving to the next sewer line segment.

The CONTRACTOR shall use precautions to ensure that the water pressure created by the cleaning operations does not damage or cause flooding of public or private property. Also, CONTRACTOR shall take precautions in the use of cleaning equipment, so as to prevent damage to the existing pipe and manholes. The CONTRACTOR shall be responsible for all costs involved in damage to public or

private property through its cleaning/maintenance operation. Any damage to the pipe shall be repaired by the CONTRACTOR immediately at no cost to the CITY.

The CONTRACTOR shall not dispose of or allow any liquid or solid waste from the sanitary sewer cleaning operation to enter the CITY's stormwater system. All debris removed from the sanitary sewer system needs to be properly disposed of.

The designated sanitary sewer sections shall be cleaned using hydraulically propelled, high-velocity jet equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be in accordance with industry and the CITY's best management practices. The equipment shall be capable of removing tree roots, dirt, grease, rocks, sand, and other materials and obstructions in the sewer lines and manholes. If cleaning of the entire section cannot be successfully performed from one manhole, then the equipment shall be set up at the upstream manhole and cleaning attempted again.

- E. **National Pollution and Discharge Elimination System (NPDES)** – The CITY is a co-permittee of the Broward County Municipal Separate Storm Sewer System (MS4) NPDES permittee FLS000016-003 as a result, as directed by the CITY, the CONTRACTOR shall support the requirement of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing the amount of storm water pollution. The current maintenance schedule includes but is not limited to the Table 2.2(E), below:

Table 2.2(E) BMP Inspection Schedule

Dry Retention Systems	Once every three years
Exfiltration Trench / French Drains	
Grass Swales (Dry)	
Dry Detention Systems	
Wet Detention Systems	
Pollution Control Boxes	Quarterly, < or >
Stormwater Pump Stations	Semi-annually or >
Major Stormwater Outfalls	Annually, < or >
Weirs or Other Control Structures Associated with Stormwater Structural Controls	Same as SW control with which it is associated
Pipes/ Culverts	10% of total structures annually 100%/10 years (2 permit cycles)
Storm Sewer Inlets, Catch Basins, Grates, Ditches, and Other Stormwater Conveyances	

- F. **Equipment** – All CONTRACTOR equipment must be in a good state of repair and maintained in such good state during the progress of the work. No worn or obsolete equipment shall be used, and in no case shall the maker's rating capacity for any equipment be exceeded. CONTRACTOR must provide City with a list of equipment to be used for sanitary sewer and stormwater infrastructure cleaning. The following requirements shall be met:
1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck): All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the City's sanitary sewer lines. All equipment manufactures recommendations for PSI and gallons per minute need to be followed. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.
  2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for sanitary sewer operations shall not be used on stormwater or water main break related operations.
  3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dicated by pipe material.
  4. CONTRACTOR must provide CITY with a list of equipment to be used for sanitary sewer and storm water infrastructure cleaning.
  5. In the instance that the CONTRACTOR's equipment becomes lodged in the sewer lines, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the sewer lines, system or cause an overflow. If the equipment must be removed by excavation of the sewer line, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.
- G. **Closed Circuit Televising of Pipe (CCTV)** – shall be defined as the digital recording of the internal condition of the Pipe and structures. Some examples of types of pipe found in the system are Ductile Iron, Corrugated Metal, Corrugated HDPE, Concrete, and PVC. All structures and appurtenances shall record actual sizes, condition, number of inlets and outlets, and materials used in construction. All structures will be recorded to GIS. All photo and Video will be in color and a minimum of 2 megapixel resolution. Video data will be indexed to allow accurate length and diameters to be recorded. All information shall be able to migrate to a GIS database. The Contractor is responsible for the safety of the site up to and including the completion of the work.
- H. **Subcontracting** – The CONTRACTOR shall own or lease all equipment amd employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV

work. Any other type of subcontracting for any miscellaneous services requests shall be approved by the CITY.

- I. **Work Order (Service Request) Completion Data Input** – The CONTRACTOR shall enter/input information for completed work order (service request) into CITY’s Asset Management Software and/or provide electronically on disk for CITY’s ArcGIS software. The typical information required includes: date serviced, location, type of work (routine, PM, emergency), city asset serviced (e.g. catch basin#, manhole #, lift station#, etc), the relevant asset data (e.g. physical condition, cause of failure), materials used, and hours or cost for service. Work Order Completion data input shall be entered no later than 30 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provide in an electronic format capable of upload at a later date. Acceptable format are defined as Excel spreadsheet files or Access database files. Written reports to the CITY will only be accepted when requested by the CITY.
  
- J. **Disposal of Waste Debris** – The CONTRACTOR The Contractor is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.  
  
CONTRACTOR shall not mix hazardous materials waste with the City's non-hazardous waste. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from others with City wastes, except when disposing at an approved disposal facility. CONTRACTOR is responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees from disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.
  
- K. **Overflows/Spillage** – THE CONTRACTOR is solely responsible if the CONTRACTOR's cleaning causes a sanitary sewer overflow (SSO). The CONTRACTOR shall immediately mitigate the situation and contact the City. The CONTRACTOR shall implement the CITY’s overflow emergency response plan. CONTRACTOR shall within 24 hours from the occurrence, submit to the City representative a written report describing the following.
  - 1. Location of Spill
  - 2. Type of remedial/ clean up measures
  - 3. Duration
  - 4. Cause
  - 5. Corrective/ Preventative actions
  - 6. Impacted water bodies
  - 7. The cost of travel shall be included in the proposal prices.
  
- L. **Travel** – The cost of travel shall be included in the proposal prices.
  
- M. **Response Time**

1. The CONTRACTOR shall maintain a telephone line which is monitored 24 hrs per day 7 days per week.
  2. The CONTRACTOR shall maintain electronic mail site and a fax machine capable of receiving work orders 24 hrs per day 7 days per week.
  3. In cases of emergency service requests, the CONTRACTOR shall respond within one half hour (30 minutes) of being notified. The CONTRACTOR must provide an explanation of how it will meet this requirement.
- N. **Point of Contact** – The CONTRACTOR is required to provide one point of contact for the CITY. Please provide the name and qualifications of the project manager who will be assigned to the City as the point of contact
- O. **Staff** – The CONTRACTOR shall maintain the personnel resources necessary to manage staff and perform the work within this contract.
- P. **Permits** – Any permits will be acquired by the CONTRACTOR and invoiced at cost.
- Q. **Project Manager** – The CONTRACTOR shall be knowledgeable stormwater and sanitary sewer maintenance operations.
- R. **Additional Services** – Include any additional products and/or services available that CONTRACTOR currently performs in its normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract.
- S. The CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

### 2.3 **Supervision and Responsibility of CONTRACTOR**

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

- A. **Supervisor** – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be

able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.

- B. Employee/Independent Contractor's Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.
- C. Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.
- D. Vehicles** - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.
- F. Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- G. Storage** - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

#### **2.4 CONTRACTOR Qualifications – Experience and Licensing**

All proposers must provide the necessary documentation to demonstrate that they meet the following qualifications.

- A. Service and Incorporation** – CONTRACTOR shall have been in continuous service in Florida (with a Florida resident or branch office) for a minimum of 5 years. CONTRACTOR shall have been continuously incorporated for a minimum of five (5) years.

- B. **Experience** - CONTRACTOR must provide evidence of a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.
- C. **License** – CONTRACTOR must currently possess and provide proof of one (1) of the following license and/or State of Florida/Broward County registration:
  - a. State of Florida: certified general contractor or certified plumbing contractor; or certified underground utility and excavation contractor; or
  - b. Broward County: master plumber; or certified building contractor class; or general engineered construction builder.
  - c. All license/certification must be current and valid at this time of proposal submittal.
- D. **NPDES training** – CONTRACTOR must demonstrate that two or more of his employees assigned to work on this CITY contract possesses one of the following NPDES training:
  - a. Erosion and Sediment Control or,
  - b. IDDE and Construction site.

2.5 **Insurance**

**A. Requirements:**

Before performing any work, CONTRACTOR shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. Simultaneous with the delivery of an executed Proposal to the CITY when required, CONTRACTOR shall furnish to CITY proof of insurance which meets the requirements set forth herein. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “**A-Excellent: FSC VII.**” In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the CITY. The CITY must approve any changes to these specifications.

The City of Weston shall be named as additional insured, as their interests may appear on all policies except Workers’ Compensation. As respects General Liability coverage, the Completed Operations Coverage and the Additional Insured status of the CITY; shall be maintained for this Project for not less than five (5) years following completion and acceptance by the CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers’ Compensation.

CONTRACTOR shall provide Statutory Workers’ Compensation, and Employer’s Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harborworkers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event the CONTRACTOR has “leased” employees, the CONTRACTOR must provide a Workers’ Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by the CITY.

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

**B. Commercial General Liability:**

Including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), watercraft or aircraft liability if those vehicles will be utilized, and personal injury liability with limits of not less than \$2,000,000 each occurrence, covering all work performed under this Agreement.

**C. Business Automobile Liability:**

CONTRACTOR shall provide and maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence covering all work performed under this Agreement.

Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR owns automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the CONTRACTOR is shipping a product via common carrier, the CONTRACTOR shall be responsible for any loss or damage sustained in delivery/transit/loading and unloading.

**D. Umbrella Liability:**

Umbrella policies are acceptable to provide the total required liability limits.

**E. Hazardous Materials Insurance:**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.

**1. CONTRACTORs Pollution Liability:**

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**2. Asbestos Liability:**

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

**3. Disposal:**

When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

**4. Hazardous Waste/Materials Transportation:**

When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$3,000,000 annual aggregate and provide a valid EPA identification number.

**Certificates of insurance shall clearly state the hazardous material exposure work being performed under the Agreement.**

**F. Policy form:**

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name the City of Weston as Additional Insured during the Agreement and for a minimum of five (5) years following the end of the Agreement (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the City of Weston.

**G.** Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-CONTRACTORS to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-CONTRACTORS.

**H.** Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

2. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.
- I. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
  - J. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
  - K. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
  - L. Claims Made Policies will be accepted for Pollution Liability (Hazardous Materials), and such other risks as are authorized by the CITY. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Agreement.
  - M. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the CITY before the CONTRACTOR will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier ID listed on the Certificate of Insurance (COI).
  - N. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONTRACTOR's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.
  - O. The insurance required for this Agreement shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. The CONTRACTOR shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONTRACTOR's information and belief.
  - P. 

<u>Coverages Required</u>	<u>Minimum Limits</u>
1. Workers' Compensation	Statutory Limits – State of Florida

2.	Employers' Liability	\$1,000,000 accident/disease \$1,000,000 policy limit, disease \$1,000,000 each employee, disease	
3.	Automobile Liability Combined single limit	\$1,000,000	
4.	General Liability	<u>For projects under \$1,000,000.</u>	<u>For projects \$1,000,000 or over</u>
	• General aggregate	\$2,000,000	\$5,000,000.
	• Products and completed operations aggregate	\$2,000,000	\$5,000,000.
	• Personal and advertising injury	\$2,000,000	\$2,000,000.
	• Each occurrence	\$2,000,000	\$2,000,000.
	• Project specific aggregate	\$1,000,000	\$5,000,000
5.	Builder's Risk/Installation Floaters		
	a. Roadways, Buildings if over \$25,000		100% of Completed Value
	b. Machinery/equipment if over \$25,000		100% of Completed Value
	c. Deductible		<u>&lt;</u> \$10,000
6.	Pollution Liability (Bodily injury and property damage)	\$1,000,000, if applicable	
	Other Insurance required:		
	CONTRACTOR shall be responsible for all deductible amounts.		

**2.6 Security**

- A. Proposal Security:** Simultaneous with the delivery of an executed Proposal to the CITY, the CONTRACTOR shall furnish to the CITY a Proposal Security in the amount of ten thousand dollars (\$10,000.00) as security for the faithful execution of a contract with the CITY in the event of such award by the City Commission.
- B.** Proposal Security may be in the form of a cashier's check payable to the CITY of Weston and drawn on a bank, authorized to do business in the State of Florida, or a Proposal Bond issued by a surety meeting the qualifications stated herein. The Proposal Security (cashier's check or proposal bond) shall be attached to Form 11 provided in Section 5. Proposal Security shall be returned subsequent to award of the contract by

the City Commission and execution by the successful CONTRACTOR and the appropriate City officials.

C. Failure by the successful CONTRACTOR to execute a Contract, to furnish Performance and Payment Bond when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Proposal, shall be just cause for the rescission of the award and the retention of the Proposal Security by the CITY. Such retention shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked CONTRACTOR, or all proposals may be rejected.

D. **Qualifications of Surety:** Surety companies issuing Proposal Bonds and Performance and Payment Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:

1. The surety company is licensed to do business in the State of Florida.
2. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
5. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
6. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
7. Each bond shall be issued by a Florida resident agent.
8. Qualifications: As to companies being rated acceptable:

A Proposal Bond and Performance and Payment Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

In addition to the above minimum qualifications, the Surety Company must meet the following additional qualifications.

The Surety Company shall meet a minimum financial AM Best Company rating of no less than **"A- Excellent: FSC VII"** and shall have at least the following minimum Policyholders ratings: A- Class VII or higher. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the Owner.

All Surety Companies are subject to review and approval by the CITY and may be rejected without cause. All bonds signed by an Agency must be accompanied by a certificate of authority to act.

- E. Duration of Bonds:** Performance and Payment Bonds shall remain in force until acceptance of work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the CITY against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period.
- F. Non-compliance:** CONTRACTOR'S failure to deliver executed Performance and Payment Bond in a form acceptable to the CITY shall constitute a material breach of the Contract and shall relieve the CITY of all payment obligations until such bonds are provided and shall result in the CONTRACTOR'S forfeiture of any and all proposal securities.
- G. Exemption of Requirements for Bonds:** Pursuant to §255.05, Florida Statutes, as may be amended from time to time, if the construction contract with the CITY is for \$200,000.00 or less, the CONTRACTOR may be exempted from executing the statutorily required performance and payment bonds, "at the discretion of the official or board awarding such contract when such work is done for any County, City, etc."
  - 1. The CITY reserves the right to exempt, or not to exempt, the requirement of Performance and Payment Bonds. The CITY may choose to bond any such construction project for \$200,000.00 or less.
  - 2. In the event the CITY exempts the Performance and Payment Bond requirements, the CITY'S elected officials, employees, agents or consultant shall not be personally liable to persons suffering loss because of granting such an exemption.

## **2.7 Pricing**

CONTRACTORS shall provide the pricing information requested on Form 5 in Section 5 of this RFP. Prices shall include all costs for providing all labor, materials, supplies, equipment, travel, etc. to perform services in accordance with the scope of work.

**[END OF SECTION]**

## SECTION 3 – GENERAL CONDITIONS

### **3.1 RFP Documents**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the CONTRACTOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the CONTRACTOR.

### **3.2 Taxes**

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

### **3.3 Additional Terms and Conditions**

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

### **3.4 Interpretations and Inquiries**

All CONTRACTORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be submitted in writing to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2014**.

Submission of a Proposal will serve as prima facie evidence that the CONTRACTOR has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the CITY to all CONTRACTORS who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the CONTRACTORS by the CITY may be relied upon.

### **3.5 Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.

### **3.6 No Contingency Fees**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

### **3.7 Independence**

On the Form 9 provided in Section 5 of this RFP, the CONTRACTOR shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the CONTRACTOR shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

### **3.8 Disqualification of CONTRACTORS**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a CONTRACTOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.9 Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A CONTRACTOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

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

### **3.10 Compliance With Applicable Laws**

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

### **3.11 Familiarity with Laws and Ordinances**

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

### **3.12 Advertising**

In submitting a Proposal, CONTRACTOR agrees not to use the results therefrom as a part of any Advertising or CONTRACTOR sponsored publicity without the express written approval of the City Manager or designee.

### **3.13 Execute Agreement**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the CITY and the successful CONTRACTOR. The order of precedence will be the Agreement, the RFP Documents, the CONTRACTOR's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

### **3.14 Facilities**

The City Manager or designee reserves the right to inspect each CONTRACTOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.15 Withdrawal or Revision of Proposal Prior to and After Opening**

A CONTRACTOR shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the CONTRACTOR. No CONTRACTOR may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

### **3.16 CITY'S Exclusive Rights**

The CITY reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

In the event of a sole proposal, CITY reserves the right to reject the sole proposal.

By submitting a Proposal for the services, all CONTRACTORS acknowledge and agree that no enforceable Agreement arises until the CITY signs the AGREEMENT, that no action shall lie to require the CITY to sign such Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorneys fees, etc., as a result of the CITY not signing such Agreement.

### **3.17 Addenda**

The CITY reserves the right to issue addenda. Each CONTRACTOR shall acknowledge receipt of such addenda on the Form 8 provided in Section 5 of this RFP. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as

though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective CONTRACTOR to verify that he/she has received all addenda issued before depositing the Proposal with the CITY.

### **3.18 Review of the RFP Documents**

By the submission of a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

### **3.19 Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.20 Public Records**

Upon award recommendation or ten (10) days after Proposal opening, 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 (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21 Subcontracting**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subcontractors shall be provided to the City Manager, subject to his approval.

### **3.22 Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Maintenance of Stormwater and Sanitary Sewer Facilities.

### **3.23 Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the Form 6 provided in Section 5 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

[END OF SECTION]

## SECTION 4 – PROPOSAL PROCESS

### 4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Tuesday, December 10, 2013 at 2:00 p.m, local time**, at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327. All CONTRACTORS planning to submit a proposal are required to attend this meeting. CONTRACTORS should allow sufficient time to insure arrival prior to the indicated time. Proposals from those who have failed to attend will not be opened. CONTRACTORS arriving past the indicated time will not be eligible to submit a proposal. The official clock at the location of the Pre-Proposal Conference shall govern.

Failure of a CONTRACTOR to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final.

At the pre-proposal meeting, representatives of the CITY will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the CITY at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

### 4.2 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

#### A. Number of Proposals

Seven (7) complete copies of the Proposal, and one (1) unbound original Proposal, are required to be submitted to the CITY by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

#### B. Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2013-18 "Maintenance of Stormwater and Sanitary Sewer Facilities" Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain seven (7) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated in Section 4.3. Each copy shall contain all required information in order to be considered responsive.**

#### C. Signatures

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall

be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

**D. Proposal Format**

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

**Proposal Format**

Chapter 1	Letter of Intent Statement of Organization (Form 1) Personnel (Form 2) Sub-Contract Services (Form 3) Experience/References (Form 4)
Chapter 2	Pricing and Equipment (Form 5) Financial Stability Financial Statement
Chapter 3	Litigation History Insurance Requirement Criminal Convictions Non-Collusion Certification (Form 6)

Chapter 4	Drug-free Workplace (Form 7) Addenda (Form 8) Independence Affidavit (Form 9) Certification to Accuracy of Proposal (Form 10)
Chapter 5	Proposal Security (Form 11)

**4.3 Submittal, Receipt and Opening of Proposals**

All Proposals shall be submitted on or before **11:00 AM**, local time, on **Monday, December 30, 2013** to:

Office of the City Clerk  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326

All CONTRACTORS are reminded that it is the sole responsibility of the CONTRACTOR to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **11:00 AM**, local time, on **Monday, December 30, 2013**. Failure of a CONTRACTOR to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award.

**4.4 Selection Committee**

Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Darrel Thomas, Assistant City Manager; Don Decker, Director of Parks and Recreation and Kevin Butler, Chief of Police who will review submissions and provide a recommendation to the City Commission.

**4.5 Sealed Proposal**

The Sealed Proposals will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, at **11:00 AM, local time, Monday, December 30, 2013**. The Selection Committee shall examine the documentation submitted in the Proposals at a time thereafter to determine the responsiveness and responsibility of each CONTRACTOR. CONTRACTORS shall provide the following information in the Proposal:

**A. Letter of Intent**

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required.

**B. CONTRACTOR's Statement of Organization**

CONTRACTORS shall complete Form 1 provided in Section 5 of this RFP. CONTRACTORS are permitted to supply additional information that will assist the CITY in understanding the CONTRACTOR's organization.

**C. Personnel**

CONTRACTORS shall carefully provide, in the format requested, all of the information requested in Form 2 provided in Section 5 of this RFP. All principals of the CONTRACTOR and key personnel performing services pursuant to this RFP shall provide a detailed resume indicating that individual's area of expertise and experience.

**D. Sub-Contract Work**

CONTRACTORS shall provide a list of the services that will be sub-contracted (not self performed) by the CONTRACTOR on the project utilizing Form 3 provided in Section 5 of this RFP.

**E. Experience**

A summary of CONTRACTOR's experience providing a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston, shall be provided using Form 4 provided in Section 5 of this RFP. CONTRACTOR shall not utilize as references, any CITY employee, CONTRACTOR, or official. CONTRACTOR's use of such references may result in disqualification, at the discretion of the CITY.

**F. Pricing**

CONTRACTORS shall provide the pricing information requested on Form 5 in Section 5 of this RFP.

**G. Financial Stability and Statements**

CONTRACTORS shall demonstrate financial stability. CONTRACTORS shall provide a statement of the CONTRACTOR's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent audited annual financial statements. In the event the CONTRACTOR does not have audited financial statements, the CONTRACTOR may substitute non-audited financial statements and complete federal tax returns for the last two years. Financial statements provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. Social Security numbers may be redacted on the statements/ federal tax returns.

**H. Litigation History**

CONTRACTORS shall provide a summary of any litigation or arbitration that the CONTRACTOR, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any CONTRACTOR it determines to be excessively litigious.

**I. Insurance Requirement**

CONTRACTOR shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP.

**J. Criminal Conduct**

In Form 1, CONTRACTORS shall provide a summary of any criminal activity within the last five years of the company, owners, officers, partners, key personnel, subsidiaries, or parent

company, related to the services described in this RFP. The CITY may disqualify a CONTRACTOR on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

**K. CONTRACTOR's Non-Collusion Certification**

CONTRACTOR shall complete and execute the Non-Collusion Affidavit of CONTRACTOR (Form 6 provided in Section 5 of this RFP).

**L. Drug-Free Workplace**

CONTRACTOR shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 7 provided in Section 5 of this RFP), shall be submitted with the RFP response.

**M. Addenda**

CONTRACTOR shall complete and sign the Acknowledgment of Addenda (Form 8 provided in Section 5 of this RFP) and include it in the Proposal in order to have the Proposal considered. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

**N. Independence Affidavit**

CONTRACTOR shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFP (Form 9 provided in Section 5 of this RFP).

**O. Certification to Accuracy of Proposal**

CONTRACTOR shall certify and attest, by executing Form 10 provided in Section 5 of this RFP, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

**P. Proposal Security**

CONTRACTOR shall attach Proposal Security in the amount of ten thousand dollars (\$10,000.00) to Form 11 that is provided in Section 5 of this RFP. Proposal Security may be in the form of a cashier's check or proposal bond as described in Section 2.6.

**4.6 Qualification Evaluation**

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each CONTRACTOR. Failure to provide the required information will disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Selection Committee will disqualify any CONTRACTORS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the CONTRACTOR, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the CONTRACTOR to perform the services and the CONTRACTOR shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all CONTRACTORS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all CONTRACTORS. The Selection Committee may at its sole discretion reject a CONTRACTOR or qualify a CONTRACTOR.

#### **4.7 Evaluation**

Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below. The full Selection Committee will then convene to review and discuss these evaluations and rank the CONTRACTORS as a group. Proposals will be evaluated and ranked based on, among additional factors, the following:

- A. The CONTRACTOR's qualifications, including financial ability to perform the services described in the Agreement.
- B. The CONTRACTOR's experience providing maintenance of Stormwater and Sanitary Sewer Facilities.
- C. The cost to CITY.
- D. Qualifications of CONTRACTOR's key employees.

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting. Depending on the number of Proposals submitted, the Selection Committee may short-list the CONTRACTORS, down to three (3), and then interview and rank those top three (3) CONTRACTORS.

The Proposal ranked one (1) will be recommended as prime CONTRACTOR by the Selection Committee to the City Commission for award of the Agreement. The City Commission will consider the selection of CONTRACTOR based upon the recommendation of the Selection Committee.

#### **4.8 Protest Procedures**

**4.8.1 Standing** Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

##### **4.8.2 Procedure**

**A. Protest of Failure to qualify** Upon notification by the CITY that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (City Hall hours are as follows: Monday-Thursday from 8:00 am to 5:30 pm and Friday from 8:00 am to 3:00 pm.)

**B. Protest of Award of Agreement** After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending

award of the agreement or any element of the process leading to the award of the agreement may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to reject all Proposals is subject to the protest procedure.

**C. Content and filing** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.

**4.8.3 Protest Bond** Any proposer filing a protest shall simultaneously provide a Protest Bond to the CITY in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of a cashier's check.

**4.8.4 Protest Committee** The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

**4.8.5 Stay of award of Agreement or RFP Process** In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

**4.8.6 Appeals to City Commission** Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

**4.8.7 Failure to file protest** Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing.

## **4.9 Cone of Silence**

**4.9.1.** Pursuant to Section 32.10 of the City Code, there shall be no communication related to this RFP between Proposer, including any lobbyist or any other Person on behalf of Proposer, and any member of the City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.

**4.9.2.** The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.

**4.9.3.** This Section shall not prohibit any person from:

- A.** Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to this RFP;
- B.** Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
- C.** Communicating in writing with the person designated in this RFP as the contact person for clarification or information related to this RFP. The written communication, including any response thereto, shall be provided to any Proposer that has submitted a proposal.
- D.** A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of this Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
- E.** Any action in violation of this Section shall be cause for disqualification of the Proposer. The determination of a violation shall be made by the City Commission.

#### **4.10 Estimated Schedule**

The CITY anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the CITY.

Request for Proposals Legal Advertisement	November 30, 2013
Mandatory Pre-Proposal Meeting	December 10, 2013
Last Date for Submittal of Written Questions Prior to Proposal Due Date	December 23, 2013
Proposals Due	December 30, 2013
Selection Committee Ranking	TBA
City Commission Ratifies or Alters Selection Committee's Ranking, and Award of Agreement	TBA

[END OF SECTION]

## **SECTION 5 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of CONTRACTOR:

---

Principal Business Address, Phone and Fax Numbers:

---

---

---

2. Principal Contact Person(s):

---

---

---

3. Form of CONTRACTOR (Corporation, Partnership, Joint Venture, Other):

---

---

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of CONTRACTOR. Provide proof of the ability of the individuals so named to legally bind the CONTRACTOR.

Name

Address

Title

---

---

---

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

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

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

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

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

\_\_\_\_\_

5. Indicate the number of years the Proposer has had successful experience providing in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.

Years: \_\_\_\_\_

6. List all CONTRACTORS participating in this project (including subcontractors, etc.):

Name	Address	Title
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

7. Outline specific areas of responsibility for each CONTRACTOR listed in Question 6.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

8. County or Municipal Business Tax Receipt No.

\_\_\_\_\_  
(Attach Copy)

Social Security or Federal ID No.

\_\_\_\_\_

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

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

10. Have you ever failed to complete any work awarded to you? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, note when, where and why.

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

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

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

12. Within the last five years, have you ever had a performance, payment or bid bond called?

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

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

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

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

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

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

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

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last 5 years?

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

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last 5 years?

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

18. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this RFP.

19. Bank Reference:

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**FORM 2  
PERSONNEL**

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

---

- A. Name and Title
  
- B. Years Experience with:
  - This CONTRACTOR:
  
  - With Other Similar CONTRACTORS:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of 3)
  
- E. Other Relevant Experience and Qualifications
  
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
  
- G. Attach applicable licenses/training for each individual performing services pursuant to this Agreement.

**FORM 2**  
Continued

**EMERGENCY (CALLOUT) RESPONSE PLAN**  
Pursuant to section 2.2(c)

**[ATTACH/INSERT HERE]**



**FORM 4  
REFERENCES**

The CONTRACTOR shall furnish references for providing maintenance services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston: Use additional sheets if necessary.

1. Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed \_\_\_\_\_  
If completed, percentage of the cost of the work performed with your own  
forces: \_\_\_\_\_

2. Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

3. Name of Entity: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

4. Name of Entity: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

**FORM 4**  
Continued

**CONTRACTOR LICENSE [ATTACH/INSERT  
COPY OF LICENSE HERE]**

**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

**Table 5-1 - Pricing**

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	
6	Cleaning of Lift Stations, price per lift station	Each	35	
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	

**FORM 5**  
Continued

The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

**Table 5-2 - Equipment**

<b><u>Item No.</u></b>	<b><u>Description of Equipment</u></b> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<b>Owned/Leased</b> (circle one)
		Owned/Leased

**FORM 6  
NON-COLLUSION AFFIDAVIT**

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

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**FORM 6**  
**NON-COLLUSION AFFIDAVIT**  
Continued

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_ (CORPORATE SEAL)  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 7  
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that \_\_\_\_\_ does:

(Name of Company)

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 7  
DRUG-FREE WORKPLACE  
(CONTINUED)**

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_ OR  
has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 8  
ACKNOWLEDGMENT OF ADDENDA**

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

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 9  
INDEPENDENCE AFFIDAVIT**

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 9  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by

\_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 11  
PROPOSAL SECURITY**

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).

**ATTACH CASHIER'S CHECK OR PROPOSAL BOND HERE**

**FORM 12  
SAMPLE PERFORMANCE & PAYMENT BOND**

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

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

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**OWNER:**

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

**CONTRACT**

Date:

---

Amount:

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Description (name and location):

Maintenance of Stormwater and Sanitary Sewer Facilities

Location: City-wide

City RFP No.

2013-18

**BOND**

Date (not earlier than

Contract

Date):

---

Amount:

---

Modifications to this Bond:

None

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See Page(s)

---

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - (A) The Owner has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a CONTRACTOR Default; and

- (B) The Owner has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received; and
  - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a CONTRACTOR selected to perform the Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the CONTRACTOR, with consent of the Owner, to perform and complete the Contract; or
  - (B) Undertake to perform and complete the Contract itself, through its agents or through independent CONTRACTORS; or
  - (C) Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the Owner for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the Owner and the CONTRACTOR selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR's default; or
  - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the Owner and with reasonable promptness under the circumstances:
    - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    - 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To

the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the

Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;
  - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the Owner or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the CONTRACTOR under the Contract after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be

received by the Owner in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

- (B) **Contract:** The agreement between the Owner and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- (D) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**END OF SAMPLE PERFORMANCE & PAYMENT BOND**

**FORM 13  
SAMPLE RANKING FORM**

**CONTRACTOR**

**A**

**B**

**C**

**D**

	A	B	C	D

**Selection Committee Member:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## **SECTION 6 – AGREEMENT**

The agreement located in this Section of the RFP for Maintenance of Stormwater and Sanitary Sewer Facilities is the form of the agreement that will be utilized with the successful CONTRACTOR. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
\_\_\_\_\_  
FOR  
MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES  
RFP NO. 2013-18**

This Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Weston, a Florida municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on \_\_\_\_\_, the CITY enacted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR \_\_\_\_\_; and

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

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

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated \_\_\_\_\_, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

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

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or



this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 **Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 **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.
- 7.24 **Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE CITY OF WESTON, AND \_\_\_\_\_ FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2013; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**CITY OF WESTON, through its City Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

By: \_\_\_\_\_  
John R. Flint, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

**(CITY SEAL)**

WITNESSES:

**CONTRACTOR, \_\_\_\_\_**

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

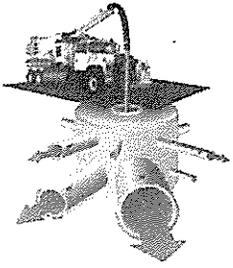
\_\_\_\_\_  
Print Name

**(CORPORATE SEAL)**



**CHAPTER 3 – CONTRACTOR’S RFP PROPOSAL**  
**(EXHIBIT “B”)**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

The purpose of this letter is to acknowledge my company's intent to submit to and offer services to the City of Weston under contract RFP # 2013-18. I am the president and authorized person to set and contract with your city. The prices in my RFP are good for 6 months.

Respectfully submitted,

---

James Scrima (President)

**FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of CONTRACTOR:

A&A DRAINAGE & VAC SERVICES, INC.

Principal Business Address, Phone and Fax Numbers:

13846 NW 14 ST.

PEMBROKE PINES, FLORIDA 33028

(954) 680-0294 (954) 602-1160

2. Principal Contact Person(s):

JAMES SCRIMA

3. Form of CONTRACTOR (Corporation, Partnership, Joint Venture, Other):

CORPORATION

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of CONTRACTOR. Provide proof of the ability of the individuals so named to legally bind the CONTRACTOR.

Name	Address	Title
<u>JAMES SCRIMA</u>	<u>13846 NW 14 ST. P. PINES</u>	<u>PRESIDENT</u>

If a corporation, in what state incorporated: FLORIDA

Date Incorporated: 01 26 2000  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_

5. Indicate the number of years the Proposer has had successful experience providing in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.

Years: 8

6. List all CONTRACTORS participating in this project (including subcontractors, etc.):

Name	Address	Title
1. <u>A SA DRAINAGE</u>	<u>13846 NW 14 ST (JAMES SCRIMA)</u>	<u>PRESIDENT</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

7. Outline specific areas of responsibility for each CONTRACTOR listed in Question 6.

1. ALL PORTIONS OF CONTRACT  
\_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

8. County or Municipal Business Tax Receipt No.  
130542 / 180-251583 & 182-21763  
(Attach Copy)

Social Security or Federal ID No.

650981530

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

STATE OF FLORIDA GENERAL CONTRACTOR # CBC1259174  
STATE OF FLORIDA LICENSED PLUMBER # CFC1428700

10. Have you ever failed to complete any work awarded to you? Yes \_\_\_\_\_ No    
If so, note when, where and why.

N/A

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

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

12. Within the last five years, have you ever had a performance, payment or bid bond called?

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

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

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

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

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

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

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

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last 5 years?

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

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last 5 years?

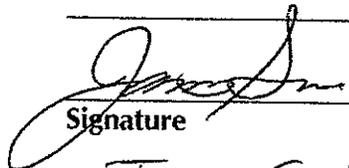
Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

18. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this RFP.

19. Bank Reference:

BANK OF AMERICA

Wells Fargo

  
Signature

President  
Title

JAMES SCRINA  
Name

12/3/2013  
Date

Answer to #18 on page 38 of 76

Our company will utilize arc gis /arch pad 10 or higher to gather and enter information pertaining to all storm drains. To include but not limited to structure number, grate, sump, silt, damage, cleaning and repairs.

Our company will utilize a gps system in each vehicle to show history of any call going back (6) six months from the date requested.

All invoicing will be recorded using Quickbooks which will allow for researching of prior invoices.

**FORM 2  
PERSONNEL**

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

---

- A. Name and Title
  
- B. Years Experience with:
  - This CONTRACTOR:
  
  - With Other Similar CONTRACTORS:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of 3)
  
- E. Other Relevant Experience and Qualifications
  
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
  
- G. Attach applicable licenses/training for each individual performing services pursuant to this Agreement.

---

## ▶ James Scrima

13846 NW 14<sup>th</sup> Street  
Pembroke Pines 33028  
Phone: (954) 680-0294  
E-mail: jim@a-a.co  
Website: www.a-a.co

- A. President of A&A Drainage & Vac. Services, Inc.
  - B. 14 years of experience in the storm drain and sewer line cleaning business
  - C. **Education:** High school graduate with some college  
Certified in law enforcement with 23 years of experience  
Illicit Discharge Detection & Elimination Investigation (IDDE)
  - D. **Professional references:**  
Assistant City Manager Danny Jones (561) 801-5462  
Attorney Ralph Ruocco (954) 290-7092  
Attorney Alan Sorota (954) 270-4665
  - E. Knowledge in arch pad, video inspections, repairs, service, inspections, storm and sewer systems. Performed services for the City of Cooper City, Coconut Creek, Coral Springs, Fort Lauderdale, Pembroke Pines, Southwest Ranches, West Park and the City of Weston. My company is licensed as a plumber and general contractor.
  - F. Crew:  
Field supervisor- in charge of the day to day operations and insures that the work is performed to a high standard.  
Two driver's who's main task will be to insure that the truck and assigned work is completed.  
Three helper's who responsibility is to provide support to the driver's and city crew when working on a city project.
-

---

## ▶ Curtis Patterson

- A. Field Supervisor of A&A Drainage & Vac. Services, Inc.
  - B. 6 years of experience in the storm drain and sewer line cleaning business
  - C. **Education:** High school graduate with some college  
Illicit Discharge Detection & Elimination Investigation (IDDE)
  - D. **Professional references:**
    - James Scrima (954) 680-0294
    - Stanley Jacobs (954) 675-8112
    - Robert Valle (954) 214-9842
  - E. Knowledge in arch pad, video inspections, repairs, service, inspections, storm and sewer systems. Performed and supervised work for the the City of Cooper City, Coconut Creek, Coral Springs, Fort Lauderdale, Pembroke Pines, Southwest Ranches, West Park and the City of Weston and both large and small homeowners associations
  - F. Crew:
    - Myself as the field supervisor- I will be in charge of the day to day operations and insure that the work is performed to a high standard.
    - Two driver's who's main task will be to insure that the truck and assigned work is completed.
    - Three helper's who responsibility is to provide support to the driver's and city crew when working on a city project.
-

**BROWARD**

**COLLEGE**

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWPMA) compliance

# Certificate of Completion

**This certificate is presented to:**

James Scrima

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 HR



Instructor

**BROWARD**  
COUNTY

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWPMA) Compliance

# Certificate of Completion

**This certificate is presented to:**

Curtis Patterson

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD  
COUNTY**  
**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention NPDES MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

William Bentz

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr

*Asw...*

Instructor

**BROWARD  
COUNTY**  
**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention NPDES MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

Timothy Niles

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD**

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act's MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

**Anthony Barrientos**

Participant's Name

For successfully completing

Course Title: **Illicit Discharge Detection and Elimination Investigation (IDDE)**

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD**

**COLLEGE**

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWPMA) Compliance

# Certificate of Completion

**This certificate is presented to:**

**Anthony Primavera**

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**FORM 2**  
Continued

**EMERGENCY (CALLOUT) RESPONSE PLAN**  
Pursuant to section 2.2(c)

**[ATTACH/INSERT HERE]**

A & A Drainage emergency response plan is as follows. We plan on parking (2) two Vac. trucks at the cities public works facility. In the event that an emergency occurs, city personal will contact the owner James Scrima at (954) 680-0294 or field Supervisor Curtis Patterson (954) 243-8964. This call will prompt an immediate response to public works then the work site. The trucks will have a full tank of full water for jetting stored in the onboard storage tanks.

With two separate trucks if additional assistance is needed the second truck will already be inside the city and the second driver will report immediately to the job site.

**FORM 3  
SUB-CONTRACT SERVICES LIST**

In the space below, list the type of services that will be subcontracted by the CONTRACTOR on this project:

*All services will be done by our personnel (A&A  
DRAINAGE & UAC SERVICES, INC.)*

FORM 4  
REFERENCES

The CONTRACTOR shall furnish references for providing maintenance services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston: Use additional sheets if necessary.

1. Name of Entity: CITY OF WESTON  
Address: 2599 SOUTH POST ROAD  
WESTON, FL 33327  
Phone Number: (954) 385-2600  
Principal Contact Person(s): RICH ROPKE OR DAVID DUNE  
Description of Service and Price: REPAIRS, VIDEO, STORM DRAIN CLEANING \$700,  
SEWER CLEANING \$400, LIFTSTATION CLEANING \$500, INSPECTIONS \$4100  
Year Contract Initiated: 2007  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed ONGOING PROJECT  
If completed, percentage of the cost of the work performed with your own  
forces: \_\_\_\_\_

2. Name of Entity: CITY OF COOPER CITY  
Address: 9070 SW 51ST STREET  
COOPER CITY, FL 33328  
Phone Number: (954) 675-8112  
Principal Contact Person(s): JAKE JACOBS  
Description of Service and Price: STORM DRAIN CLEANING 9000, REPAIRS  
Year Contract Initiated: 2008  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed ONGOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

3. Name of Entity: CITY OF Sunny Isles

Address: 18070 COLLINS AVENUE  
Sunny Isles Beach, FL 33160

Phone Number: (786) 202-7391

Principal Contact Person(s): ROB

Description of Service and Price: STORM DRAIN CLEANING \$9000

Year Contract Initiated: 2010

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed ON GOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

4. Name of Entity: CITY OF Ft Lauderdale

Address: 100 N ANDREWS AVENUE  
Fort Lauderdale, FL 33301

Phone Number: (954) 914-4575

Principal Contact Person(s): MARK DALMAVIN

Description of Service and Price: STORM DRAIN CLEANING \$1

Year Contract Initiated: 2012

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed ONGOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

**FORM 4**  
Continued

**CONTRACTOR LICENSE**

**[ATTACH/INSERT COPY OF LICENSE HERE]**

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation****A & A DRAINAGE & VAC SERVICES, INC.****Filing Information**

<b>Document Number</b>	P00000010613
<b>FEI/EIN Number</b>	650981530
<b>Date Filed</b>	01/26/2000
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address****13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Changed: 01/03/2011****Mailing Address****13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Changed: 01/03/2011****Registered Agent Name & Address****SCRIMA, JAMES  
13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Address Changed: 01/05/2005****Officer/Director Detail****Name & Address****Title P****SCRIMA, JAMES  
13846 NW 14 STREET  
PEMBROKE PINES, FL 33028**

ACCOUNT-NO: 20120297/01  
RECEIPT-NO: 130542

RECEIPT-YEAR: OCTOBER 1, 2013 thru SEPTEMBER 30, 2014

BUS-NAME : A & A DRAINAGE & VAC SERVICES, INC.  
BUS-ADDR : 13846 NW 14 STREET  
PEMBROKE PINES FL 33023

NOTICE



In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : RESTRICTED-STROM DRAIN CLEANING

RECEIPT-TYPE: RESTRICTED LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
UNC UNCLASSIFIED	0	10/01/2013		P/Pines

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

**DBA:**  
**Business Name:** A & A DRAINAGE & VAC SERVICES INC

**Receipt #:** 180-251583  
**Business Type:** GENERAL CONTRACTOR (CERTIFIED BUILDING CONTRACTOR)

**Owner Name:** DIMATTINA, THOMAS R  
**Business Location:** 13846 NW 14 ST  
PEMBROKE PINES  
**Business Phone:** 954-680-0294

**Business Opened:** 10/16/2012  
**State/County/Cert/Reg:** CBC1259174  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

7

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

A & A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES, FL 33068

**Receipt #** 01A-12-00011567  
**Paid** 08/21/2013 27.00

**2013 - 2014**



LC# 6459997

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12101500764

DATE	BATCH NUMBER	LICENSE NBR
10/15/2012	120159723	CFC1428700

The PLUMBING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DIMATTINA, THOMAS R  
A & A DRAINAGE & VAC SERVICES, INC.  
5722 S FLAMINGO ROAD  
COOPER CITY FL 33330

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK™ PATENTED PAPER

LC# 6459994

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12101500761

DATE	BATCH NUMBER	LICENSE NBR
10/15/2012	120167559	CBC1259174

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DIMATTINA, THOMAS R  
A & A DRAINAGE & VAC SERVICES, INC.  
5722 S FLAMINGO ROAD  
COOPER CITY FL 33330

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

11:25:35 PM 12/12/2013

**Data Contained In Search Results Is Current As Of 12/12/2013 11:23 PM.**

**Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Building Contractor	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	CBC1259174 Cert Building	Current, Active 08/31/2014
Main Address*: 5722 S FLAMINGO ROAD COOPER CITY, FL 33330				
Certified Plumbing Contractor	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	CFC1428700 Cert Plumbing	Current, Active 08/31/2014
Main Address*: 5722 S FLAMINGO ROAD COOPER CITY, FL 33330				
Construction Business Information	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	Primary	Business Info	Current
Main Address*: 13846 NW 14 ST PEMBROKE PINES, FL 33028				
Construction Financial Officer	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	FRO5379 Fin Officer	Current



Water and Wastewater Services  
2401 North Powerline Road, Pompano Beach, Florida 33069

## SEPTAGE RECEIVING FACILITY

### WASTE HAULER DISCHARGE PERMIT

Permit Number 1160-13

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) the conditions accompanying this Permit, and all applicable Federal and state laws or regulations, permission is hereby granted to:

**Name of Permittee:** A & A Drainage & Vac Services, Inc.

**Address:** 19606 SW 69 Place

**City, State & Zip:** Pembroke Pines, FL 33332

For the disposal of waste at the Broward County Septage Receiving Facility located at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

This Permit is based on information provided by the permittee and is in effect for the period set forth below. The Permit may be suspended or revoked for noncompliance and is not transferable. If no objection to this permit is received within 15 days of receipt, A & A Drainage & Vac Services, Inc. will be deemed to have accepted it with all the terms and conditions.

Effective date: 5/30/2013

Expiration date: 9/30/2014

Terry J. Karda, Water and Wastewater Operations Division, Division Director  
Broward County Water and Wastewater Services (BCWWS)

Prepared by: Babu M. John  
Prepared Date: June 13, 2013

Filing deadline for renewal is: July 31, 2014



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**A & A DRAINAGE & VAC SERVICES, INC.**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: August 28<sup>th</sup>**

*[Handwritten Signature]*

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)

FORM 11  
PROPOSAL SECURITY

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).

ATTACH CASHIER'S CHECK OR PROPOSAL BOND HERE

Bank of America

Cashier's Check

No. 1565000533

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 12/30/13 09:42:05 AM

WESTON COMMONS

NTX

0005 0000956 0108

Pay

BANK OF AMERICA ONE ZERO ZERO ZERO ZERO CTSCTS

\*\*\*\$10,000.00

To The Order Of CITY OF WESTON  
RFP NO. 2013-18

Remitter (Purchased By): JAMES A SCRIMA

Bank of America, N.A.  
SAN ANTONIO, TX

*[Signature]*  
AUTHORIZED SIGNATURE

⑈ 1565000533⑈ ⑆ 14000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**FORM 12**  
**SAMPLE PERFORMANCE & PAYMENT BOND**

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

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

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

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

**OWNER:**

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

**CONTRACT**

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

Amount: \_\_\_\_\_

Description (name and location): Maintenance of Stormwater and Sanitary Sewer Facilities  
Location: City-wide  
City RFP No. 2013-18

**BOND**

Date (not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

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

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature \_\_\_\_\_ *N/A*

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - (A) The Owner has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a CONTRACTOR Default; and

- (B) The Owner has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received; and
  - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a CONTRACTOR selected to perform the Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the CONTRACTOR, with consent of the Owner, to perform and complete the Contract; or
  - (B) Undertake to perform and complete the Contract itself, through its agents or through independent CONTRACTORS; or
  - (C) Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the Owner for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the Owner and the CONTRACTOR selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR's default; or
  - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the Owner and with reasonable promptness under the circumstances:
    - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    - 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To

the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the

Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;
  - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the Owner or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the CONTRACTOR under the Contract after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be

received by the Owner in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

- (B) **Contract:** The agreement between the Owner and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- (D) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATONS TO THIS BOND ARE AS FOLLOWS:**

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

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

*N/A*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**SURETY**

Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**END OF SAMPLE PERFORMANCE & PAYMENT BOND**

**FORM 13  
SAMPLE RANKING FORM**

<b>CONTRACTOR</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
-------------------	----------	----------	----------	----------

**Evaluation Criteria**

1. CONTRACTOR'S qualifications  
(Including financial ability to perform services) (30 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

2. CONTRACTOR'S Experience  
(25 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

3. Cost to the City (25 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

4. Qualifications of key employees  
(20 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

**Total (out of 100)**

	_____	_____	_____	_____
--	-------	-------	-------	-------

**FINAL RANKING**

	_____	_____	_____	_____
--	-------	-------	-------	-------

**Selection Committee Member:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## **SECTION 6 – AGREEMENT**

The agreement located in this Section of the RFP for Maintenance of Stormwater and Sanitary Sewer Facilities is the form of the agreement that will be utilized with the successful CONTRACTOR. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND**

---

**FOR**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

**RFP NO. 2013-18**

This Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Weston, a Florida municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on \_\_\_\_\_, the CITY enacted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR \_\_\_\_\_; and

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

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

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated \_\_\_\_\_, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

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

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3** CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4** CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

**7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.

**7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or

agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

**7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:                                 John R. Flint, City Manager  
  Weston City Hall  
  17200 Royal Palm Boulevard  
  Weston, Florida 33326

With a copy to:  
Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by

this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 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.
- 7.24 Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT BETWEEN THE CITY OF WESTON, AND \_\_\_\_\_ FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2013; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**CITY OF WESTON, through its City Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

By: \_\_\_\_\_  
John R. Flint, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

**(CITY SEAL)**

WITNESSES:

**CONTRACTOR, \_\_\_\_\_**

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

**(CORPORATE SEAL)**

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**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

Table 5-1 - Pricing

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$ 100.00
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	0
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	0
6	Cleaning of Lift Stations, price per lift station	Each	35	\$ 400.00
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$ 115.00
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$ 125.00
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 1.00
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	\$ 185.00

FORM 5  
Continued

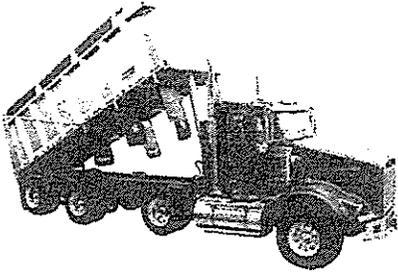
The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

Table 5-2 - Equipment

<u>Item No.</u>	<u>Description of Equipment</u> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<u>Owned/Leased</u> (circle one)
1	1997 VACCON - FORD	<u>Owned</u> /Leased
2	1997-VACCON-FORD	<u>Owned</u> /Leased
3	1998 VACCON STIRLING	<u>Owned</u> /Leased
4	2001 VACCON STIRLING	<u>Owned</u> /Leased
5	2006 PUMP TRUCK. FREIGHTLINER	<u>Owned</u> /Leased

6 2004 INTERNATIONAL OWNED

7 2008 FORD SERVICE TRUCK - OWNED



# ACTION TRUCK AND EQUIPMENT USED TRUCKS

Tel: 786-419-3447 Tel: 305-636-5333

Fax: 305-638-8002

2025 N.W. 36 Street • Miami, FL 33142

STOCK No. \_\_\_\_\_  
No. de STOCK 6-4-13  
DATE \_\_\_\_\_  
FECHA \_\_\_\_\_  
SALESMAN \_\_\_\_\_  
VENDEDOR \_\_\_\_\_

RETAIL BUYERS ORDER  
ORDEN DE VENTA AL DETALLE

PURCHASER COMPRADOR	<u>A &amp; A Drainage &amp; Vac Services Trv.</u>	PHONE TELEFONO	<u>954-680-0294</u>
ADDRESS DIRECCION	<u>13846 NW 14th Street</u>	CITY CIUDAD	<u>Pembroke Pines</u>
ENTER MY OFFER FOR (HOW) YR. ENTRE MI OFERTA POR (UN) AÑO	<u>2001</u>	MAKE MARCA	<u>Sterling</u>
I.D. No. No DE IDENTIFICACION	<u>2FZHATAK91AF86274</u>	TYPE TIPO	<u>TK</u>
		COLOR	<u>white</u>
		BASE PRICE PRECIO BASICO	<u>\$ 68,000.00</u>

**SOLD AS IS  
NO WARRANTY  
NO GUARANTEE**

BD.	\$	
LD.	\$	

## LIMITED WARRANTY

All cars sold or used are subject to the Magnuson-Moss Act and the merchandise is under limited Warranty. The are no Warranty expressed or implied on used cars sold by Action Truck & Equip. , except the following used car warranty:

- 1) Automatic transmission, motor & rear end 50/50 30 days, after the delivery date.
- 2) No warranty applies to the rest of the car in any way.
- 3) To make full use of our Warranty, the buyer must bring the car at his own expense to our shop located at 2025 N.W. 36 St. Miami, Florida 33142
- 4) We are not responsible for any repair made by customer in any other place than our shop.

Todos los carros vendidos o usados están sujetos al Acta Magnuson-Moss y toda la mercancía está sujeta una Garantía limitada.  
NO hay Garantía expresada o sugerida en carros usados vendidos por Action Truck & Equip. exceptuando esta Garantía para carros usados.

- 1) Transmisión Automática, motor y diferencial 50% 0 por 30 días después de la fecha de entrega.
- 2) Ninguna otra Garantía se le aplica al resto del carro en forma alguna.
- 3) Para hacer uso total de nuestra Garantía, el comprador traerá el carro a su propio riesgo y costo a nuestro taller, situado en 2025 N.W. 36 St. Miami, FL 33142
- 4) No somos responsables por cualquier reparación hecha por el cliente en otro taller que no sea el nuestro.

TOTAL INCLUDING ACCESSORIES TOTAL INCLUYENDO ACCESORIOS		<u>68,000</u>	<u>00</u>
LESS USED CAR ALLOWANCE MENOS CREDITO POR CARRO USADO			
CASH DIFFERENCE DIFERENCIA			
DEALER FEE	<u>\$175</u>	<u>00</u>	
AMOUNT TAXABLE TOTAL APLICABLE A IMPUESTOS	<u>4,080</u>	<u>00</u>	
PLUS SALES TAX MAS IMPUESTOS SOBRE VENTA			
PLUS TAG, TITLE & FEES GASTOS DE CHAPA Y TITULO			
PLUS USED CAR BALANCE OWED DEBE EN SU CARRO USADO			
CASH ON DELIVERY PAGO CONTRA ENTREGA			
UNPAID BALANCE OF CASH PRICE BALANCE DEL PRECIO TOTAL A PAGAR	<u>72,080</u>	<u>00</u>	

BUYER \_\_\_\_\_ Action Truck and Equipment  
Toda Venta al Credito lleva un recargo adicional de la Cia de Financiamiento

PHYSICAL DESCRIPTION OF TRADE-IN DESCRIPCION FISICA DEL CARRO A CAMBIAR		
YEAR AÑO	MAKE MARCA	MODEL MODELO
I.D. No. No. de IDENTIFICACION		
BALANCE OWE TO DEBE BALANCE A		
SPECIAL NOTES NOTAS ESPECIALES		
TIME BALANCE IN A PAGAR BALANCE EN		
BEGINNING COMENZANDO	\$	
	MONTHLY PAYMENTS AT \$ MENSUALIDADES DE \$	

For and in consideration of the sum of \$ \_\_\_\_\_ which you have this day credited to my account, I do hereby bargain, sell and deliver unto you one \_\_\_\_\_ automobila Model \_\_\_\_\_ Motor No. \_\_\_\_\_ I warrant this to said automobila to be in my name and that same is free from all debts except \$ \_\_\_\_\_ due \_\_\_\_\_ which amount you do assume, that I have a good right to sell and deliver the above automobila and that title and possession thereto I will warrant against the claim of all parties whatsoever except as above specified.

Por y en consideracion de la suma de \$ \_\_\_\_\_ la cual he sido acreditada a mi cuenta, por suento negociamos, vendo y entrego un automobil \_\_\_\_\_ No. de Motor \_\_\_\_\_ Yo garantizo que este automobil esta a mi nombre y que el mismo esta libre de toda deuda excepto \$ \_\_\_\_\_ pagadero en \_\_\_\_\_ deuda la cual usted asume. Que tengo el derecho de vender y entregar dicho automobil y que el titulo y posesion en adcion, estaran garantizados contra cualquier reclamacion de personas excepto por lo anteriormente mencionado.

On a cash transaction this offer is not valid unless signed and accepted by Dealer.  
On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a), approved in writing by Dealer and a responsible Bank of Finance Company and (b), all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act.) have been given and (c), purchaser(s) and Dealer have signed an installment Sale Contract.

En una transaccion en dinero efectivo, esta oferta no sera valida sin haber sido aceptada y FIRMADA por el Dealer.  
En una transaccion de credito, la oferta del comprador(s) no sera aceptada y la transaccion no consumada hasta que (a), sea aprobada por escrito por el Dealer y un Banco o Compania de Financiamiento responsable y (b), todas las revelaciones requeridas por el Acta Federal de la Proteccion de Credito al Consumidor (Acta de Veracidad Prestamos) haya sido dada y (c), el Dealer y comprador(s) firmen un Contrato de Financiamiento.

WHITE / ORIGINAL BUYER SIGNATURE \_\_\_\_\_ PHONE 954-680-0294  
YELLOW / SELLER'S COPY FIRMA DEL COMPRADOR \_\_\_\_\_ TELEFONO  
PINK / BANK'S COPY ACCEPTED Action Truck And Equipment BY Michael Sanchez  
ACCEPTADO \_\_\_\_\_ DEALER \_\_\_\_\_ POR

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZW86E8VVA39237	1997	FORD	TK	15000		109175620

Registered Owner: \_\_\_\_\_ Date of Issue 06/20/2012



A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

- IMPORTANT INFORMATION**
- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
  - Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
  - Remove your license plate from the vehicle.
  - See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028-3031



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number	Lien Release
1FDZW86E8VVA39237	1997	FORD	TK	15000		109175620	Interest in the described vehicle is hereby released
Prev. State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date	By _____
NC	WHI				PRIVATE		Title _____
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop	Date of Issue	Date _____
EXEMPT						06/20/2012	

Registered Owner

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*Clayton B. Walden* Control Number 107029873

Clayton Boyd Walden  
Director

*Julie Jones*

Julie L. Jones  
Executive Director

### TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_

I We state that this  5 or  6 digit odometer now reads | | | | | | | | | | X | (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  
 1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_  
Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZS96K1WVA41470	1998	FORD	TK	14328		74922716

Registered Owner: A&A DRAINAGE & VAC SERVICES  
Date of Issue 09/13/2006

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Mail To:

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028-3031

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZS96K1WVA41470	1998	FORD	TK	14328		74922716

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	WHI				PRIVATE	06/17/1998

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
EXEMPT			09/13/2006

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Registered Owner

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford  
Director

Control Number 80279498

Fred O. Dickinson, III  
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_

Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_

I/We state that this  3 or  6 digit odometer now reads: \_\_\_\_\_ (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_

Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_

Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_

Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE



Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1HTMRADL84H655552	2004	INTL	AM	6450		89482872



Registered Owner: A&A DRAINAGE & VAC SERVICES  
Date of Issue 10/17/2012

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

- IMPORTANT INFORMATION**
- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
  - Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
  - Remove your license plate from the vehicle.
  - See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:  
<http://www.fsmv.state.fl.us/html/titlinf.html>

Mail To:

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028-3031



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number	Lien Release
1HTMRADL84H655552	2004	INTL	AM	6450		89482872	Interest in the described vehicle is hereby released
Prev. State	Color	Primary Brand	Secondary Brand	No. of Brands	Use	Prev Issue Date	By _____
FL	RED				PRIVATE	12/22/2003	Title _____
Odometer Status or Vessel Manufacturer or CH use			Hull Material	Prop	Date of Issue		
254593 MILES					10/17/2012		

Registered Owner

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*Clayton Boyd Walden*

Control Number 110374064

Clayton Boyd Walden  
Director

*Julie Jones*

Julie L. Jones  
Executive Director

### TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_  
 I We state that this  5 or  6 digit odometer now reads       x (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer readings:  
 1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
 Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDYR82E1VVA21025	1997	FORD	TK	8700		71534821

Registered Owner: \_\_\_\_\_ Date of Issue 03/25/2008

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028

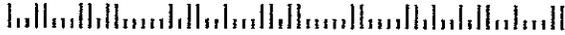
Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Mail To:

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028-3031

**IMPORTANT INFORMATION**

1. When ownership of the vehicle described herein is transferred, the seller **MUST** complete in full the "Transfer of Title by Seller" section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:  
<http://www.hsmv.state.fl.us/html/titlinf.html>



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDYR82E1VVA21025	1997	FORD	TK	8700		71534821

Lien Release  
Interest in the described vehicle is hereby released

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	WHI				PRIVATE	02/11/1997

By \_\_\_\_\_  
Title \_\_\_\_\_

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
EXEMPT			03/25/2008

Date \_\_\_\_\_

Registered Owner

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*Carl A. Ford*

Control Number 89160983

*Electra Theodorides-Bustie*

Carl A. Ford  
Director

Electra Theodorides-Bustie  
Executive Director

**TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)**

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

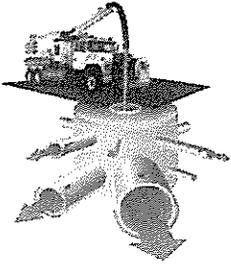
Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_  
 I/We state that this  5 or  6 digit odometer now reads: \_\_\_\_\_ (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  
 1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_  
 Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
 Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

**NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE**



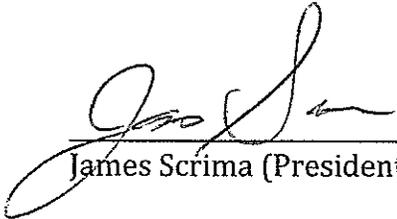
# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

## Financial Stability

The purpose of this letter is to inform you that both myself and my company have never filed for bankruptcy and I have a credit score higher than 800.

Respectfully submitted,



---

James Scrima (President)

## A & A Drainage And Vac Services Income by Customer Summary

January 1 - December 30, 2013

	Income	Expenses	Net Income
A-1 Underground	18,047.00		\$18,047.00
After Hours	506.47		\$506.47
Ashley Furniture	4,200.00		\$4,200.00
Bergeron Land Developement	0.00	-10,300.00	\$ -10,300.00
Bergeron Land Developement.	0.00		\$0.00
Boat - Lilly	48.10		\$48.10
Boat - Maritech Services	200.00		\$200.00
Boat - Neptunus	81.72		\$81.72
Boat - pumping	21,468.05		\$21,468.05
Bottom Line	520.00		\$520.00
BVK London Square LLC	475.00		\$475.00
City of Cooper City.	45,105.00		\$45,105.00
City of Coral Springs	1,450.00		\$1,450.00
City of Fort Lauderdale.	82,180.00	-122.98	\$82,057.02
City of Pembroke pines.	18,957.50	-361.64	\$18,595.86
City of Sunny Isles Beach	50,400.00		\$50,400.00
City Of Weston	282,971.78		\$282,971.78
Cocoranda	100.00		\$100.00
Coral Park Town Homes East	600.00		\$600.00
Counrty Club Apartments 10B #130	800.00		\$800.00
Country Club Apt 10B	800.00		\$800.00
Everglades Contracting	1,487.50		\$1,487.50
Fountain Springs	8,960.00		\$8,960.00
Gardens @ Bonaventura 11 East	1,500.00		\$1,500.00
Gardens at Bonaventure 14 East Condo Assoc	1,400.00		\$1,400.00
Golden Corral	450.00		\$450.00
Golf Village	3,390.00		\$3,390.00
Greensedge	1,250.00		\$1,250.00
Griffin Shell		-1,166.88	\$ -1,166.88
Hampton Inn	1,900.00		\$1,900.00
Holman Automotive, Inc - Margate Lincoln	1,125.00		\$1,125.00
IBI Group	3,400.00		\$3,400.00
Inxs	96.35		\$96.35
JMC	100.00		\$100.00
JT'S	300.00		\$300.00
Key Largo Waste Water Treatment	1,500.00		\$1,500.00
Lauderdale Infiniti	620.00		\$620.00
Matthew's Jewelry	1,230.00		\$1,230.00
Mayor's Cafe	325.00		\$325.00
McDonalds 3671	1,900.00		\$1,900.00
Miami Subs	500.00		\$500.00
Miller Construction	6,225.00		\$6,225.00
Mobile Marine	500.00		\$500.00
Mobile On the Run	375.00		\$375.00
Mystique	9,305.00		\$9,305.00
Nobel Point Condo	1,592.50		\$1,592.50
Osprey at Sawgrass	2,350.00		\$2,350.00
Osprey North	2,400.00		\$2,400.00
Osprey West	2,350.00		\$2,350.00
Palm Island Maintence	10,000.00		\$10,000.00
Pembroke Falls	55,000.00	-195.94	\$54,804.06
Presidential Estates	2,530.00		\$2,530.00
Raquet Club 8 South	1,150.00		\$1,150.00
Savanna	1,025.00		\$1,025.00
SEC - Miramar Commons	7,690.00		\$7,690.00

SEC - Regency Office Park	375.00		\$375.00
SEC Comm Reality Group - Regency Lakes	2,325.00		\$2,325.00
SEC Comm. Reality -Miramar Commons	2,750.00		\$2,750.00
SEC Comm. Reality -Pembroke Crossings	9,950.00		\$9,950.00
Sec- Davie Shopping Center	1,425.00		\$1,425.00
Sec- Lomans Plaza	7,533.00		\$7,533.00
Sec- Plantation Promenade	3,900.00		\$3,900.00
sec- Regency Square	2,700.00		\$2,700.00
sec- Sawgrass Square 1	1,675.00		\$1,675.00
Sec- Sawgrass Square 2	1,725.00		\$1,725.00
sec- Sunset Lakes	1,200.00		\$1,200.00
Simoniz Car Wash	850.00		\$850.00
Southgate Shores	2,600.00		\$2,600.00
St Bartholomew Church	1,550.00		\$1,550.00
St.Andrews of Miramar	550.00		\$550.00
Sullivan Brothers, Inc.	10,562.50	2,000.00	\$12,562.50
Sun Up Enterprises	3,225.00		\$3,225.00
Sunset Lakes Master Association	3,750.00		\$3,750.00
Suntrust Lauderdale lakes	3,547.00		\$3,547.00
Tapestry	2,000.00		\$2,000.00
Terranova	550.00		\$550.00
Terranova - Granite Meridian	1,470.00		\$1,470.00
Terranova - Paraiso Parc	3,100.00		\$3,100.00
Terranova - Pompano Plaza	1,950.00		\$1,950.00
Terranova - Westfork Plaza	10,710.00		\$10,710.00
Terry's Pies	275.00		\$275.00
Town Center Shoppes	6,870.00		\$6,870.00
Ultimate Sports Institute	300.00		\$300.00
VCM Construction, Inc.	512.50		\$512.50
Victoria Del Mar	575.00		\$575.00
Villas 37 South	1,500.00		\$1,500.00
Villas @ Bon 41 East	1,400.00		\$1,400.00
Villas of Bonaventure 37 North	1,800.00		\$1,800.00
Villas of Rolling Hills	1,350.00		\$1,350.00
Weston Business Center	5,810.00		\$5,810.00
Westview 8	1,900.00		\$1,900.00
Windmill Ranches	5,220.00		\$5,220.00
XeCi	81.87		\$81.87
<b>TOTAL</b>	<b>\$772,403.84</b>	<b>\$ -10,147.44</b>	<b>\$762,256.40</b>

Monday, Dec 30, 2013 03:03:14 AM PST GMT-5 - Accrual Basis

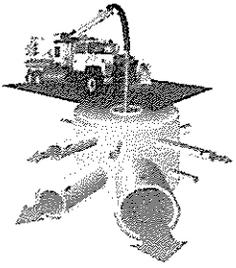
## A & A Drainage And Vac Services Balance Sheet

As of December 30, 2013

	Total
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Bank of America	40,162.34
Transfer of funds	0.00
Wells Fargo	1,383.41
Total Bank Accounts	\$41,545.75
Accounts Receivable	
Accounts Receivable	134,926.67
Total Accounts Receivable	\$134,926.67
Other current assets	
A/R OTHER	0.00
EXCHANGE	0.00
Payroll Asset	0.00
Payroll Service Customer Asset	0.00
Undeposited Funds	7,480.82
Total Other current assets	\$7,480.82
Total Current Assets	\$183,953.24
Fixed Assets	
ACCUMULATED DEPRECIATION	-575,243.97
AUTOMOBILE	537,657.36
COMPUTER EQUIPMENT	12,408.01
EQUIPMENT	85,581.36
Ford Credit	2,000.00
Furniture & Fixtures-Orlando	14,339.52
Leasehold Improvements	7,100.00
LOAN PAYABLE-2008 Linc	2,500.00
TRAILER	19,089.78
Total Fixed Assets	\$105,432.06
Other Assets	
DEPOSIT	510.00
Total Other Assets	\$510.00
<b>TOTAL ASSETS</b>	<b>\$289,895.30</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	165,465.49
Total Accounts Payable	\$165,465.49
Other Current Liabilities	
Direct Deposit Liabilities	0.00
Direct Deposit Payable	484.93
Payroll Liabilities	5,254.54
Child Support	2,715.10
Federal Taxes (941/944)	7,294.65
Federal Unemployment (940)	124.91
FL Unemployment Tax	-1,206.71
Total Payroll Liabilities	14,182.49
Total Other Current Liabilities	\$14,667.42
Total Current Liabilities	\$180,132.91
Long-Term Liabilities	

LINE OF CREDIT-BANK OF AMERICA	-9,503.23
LINE OF CREDIT-WACHOVIA	0.00
LOAN PAYABLE-FORD	0.00
LOAN PAYABLE-WACHOVIA-1997 FORD	0.00
Note Payable-Audi Q7	0.00
Note Payable-Chevrolet Express	0.00
Note Payable-F150	0.00
Note Payable-F450	0.00
Total Long-Term Liabilities	<u>\$ -9,503.23</u>
Total Liabilities	<u>\$170,629.68</u>
Equity	
COMMON STOCK	100.00
Credit Card	-121.70
Opening Bal Equity	0.00
Retained Earnings	127,728.57
SHAREHOLDER DISTRIBUTIONS	25,405.11
SHAREHOLDER DISTRIBUTIONS-HLTH	-11,305.27
Net Income	<u>-22,541.09</u>
Total Equity	<u>\$119,265.62</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$289,895.30</u></u>

Monday, Dec 30, 2013 03:00:20 AM PST GMT-5 - Accrual Basis



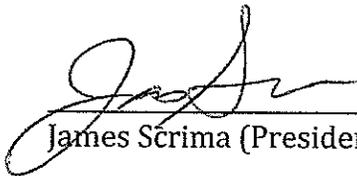
# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

## Litigation History

The purpose of this letter is to state that my company has not been involved in any litigation.

Respectfully submitted,



---

James Scrima (President)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gateway Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 954-735-5500      FAX (A/C. No): 954-735-2852 E-MAIL ADDRESS: certificates@gatewayins.com	
<b>INSURED</b> A & A Drainage & Vac Services Inc. / Attn: James Scrima 13846 N.W. 14 Street Pembroke Pines FL 33028		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
AANDA06		INSURER A: Florida Citrus Business &	
		INSURER B: United Specialty Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 194025600**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	USA4029918	11/13/2013	11/13/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10639751	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured per form CG2033 when required by written contract. Blanket Waiver of Subrogation Applies per form E919 to the General Liability when required by written contract. Blanket Primary and Non Contributory form on the policy when required by written contract. City of Weston, Calvin Giordano & Associates, Inc., Munipal Technologies, Weiss Serota Helfman Pastoriza Cole and Boniske, PL are listed as Additional Insured with respects to General Liability as required by written contract only.

### CERTIFICATE HOLDER

City of Weston  
20200 Saddle Club Road  
Weston FL 33324

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PALHEGYI RAYMOND E  
 1003 SHOTGUN RD  
 SUNRISE, FL 33326  
 1-954-577-5408

**Policy number: 03378709-7**

Underwritten by:  
 PROGRESSIVE EXPRESS INS COMPANY  
 May 28, 2013  
 Page 1 of 1

## Certificate of Insurance

Certificate Holder	Insured	Agent
A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	PALHEGYI RAYMOND E 1003 SHOTGUN RD SUNRISE, FL 33326

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Effective Date: Feb 1, 2013

Policy Expiration Date: Feb 1, 2014

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$1,000,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

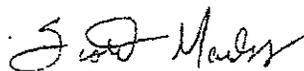
#### Scheduled autos only

Description	Amount	Stated Amount
2001 STRG LTD 2FZHATAK91AF86274		\$65,000
MEDICAL PAYMENTS	\$5,000	
FIRE AND THEFT W/ CAC	\$500 DED	
COLLISION	\$500 DED	

#### Certificate number

14813NET709

Please be advised that certificate holders will be notified in the event of a mid-term cancellation.



**Notes**

**Year, Make & Model**

- 1 1998 Ford L9t
- 2 1997 Ford N8f
- 3 2008 Ford F450 Super Duty
- 4 1997 Ford L0t
- 5 2004 Intl 4lp
- 6 2001 Strg L10

**VIN**

- 1FDZS96K1WVAJ1470
- 1FDYR82E1VVA21025
- 1FDXF46R38EE63433
- 1FDZW86E8VVA39237
- 1HTMRADL84H655552
- 2FZHATAK91AF86274

**Garaging Zip**

- 33028
- 33028
- 33028
- 33028
- 33028
- 33028

**Radius**

- 50
- 50
- 50
- 50
- 50
- 50

Loop

**Physical Damage**

Vehicle	Stated Amount (Vehicle + Equipment)	Comprehensive Deductible	Fire & Theft w/CAC Deductible	Collision Deductible	Lienholder
1 1998 Ford L9t 1FDZS96K1WVAJ1470	\$60 000	I/A	I/A	\$500	\$500 N/A
2 1997 Ford N8f 1FDYR82E1VVA21025	\$45 000	N/A		\$500	\$500 N/A
3 2008 Ford F450 Super Duty 1FDXF46R38EE63433	\$61 500	I/A		\$500	\$500 N/A
4 1997 Ford L0t 1FDZW86E8VVA39237	\$45 000	N/A		\$500	\$500 N/A
5 2004 Intl 4lp 1HTMRADL84H655552	\$33 000	I/A		\$500	\$500 I/A
6 2001 Strg L10 2FZHATAK91AF86274	\$65 000	N/A		\$500	\$500 N/A

Loop

**Additional Insured (Policy Level)**

City Of Weston	20200sadlecl Rd	Weston	FL	33321
Calvin Giordano	2700 S Commerce	Weston	FL	33331
Weston Business Cen	2915 Weston Rd	Weston	FL	33326
Bergeron Miramar Ll	19612 SW 69th	Pembroke Pine	FL	33332
Bergeron Sawgrass	19612 SW 69th P	Pembroke Pine	FL	33332
The School Board Of	600 SE 3rd Ave	Fort Auderdal	FL	33301
City Of Miami Garde	1515 NW 166th	Miami Gardent	FL	33169
Granite Meridian Ll	P O Box 140s28	Kansas City	MO	64114

12:09:PM

**FORM 6  
NON-COLLUSION AFFIDAVIT**

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

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



**FORM 7  
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that A: A DRAINAGE & VAC SERVICE, INC does:  
(Name of Company)

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

FORM 7  
DRUG-FREE WORKPLACE  
(CONTINUED)

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

*James Scrima*  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

President  
Title

12/3/2013  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

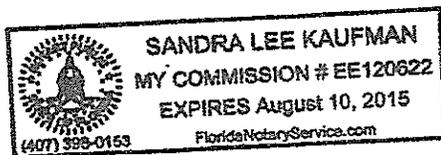
The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by JAMES SCRIMA as PRESIDENT for A&A Drainage & Fire Services

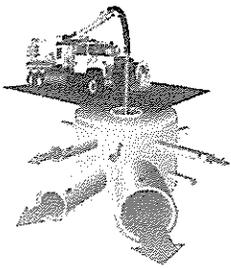
Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

*Sandra Lee Kaufman*  
NOTARY PUBLIC

My Commission Expires:





# A & A Drainage & Vac Services, Inc.

**January 1, 2014**

**Annual reminder of drug-free work place policies.**

## Drug-Free Workplace Policy

### **Purpose and Goal**

**A & A Drainage & Vac Services, Inc.** is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

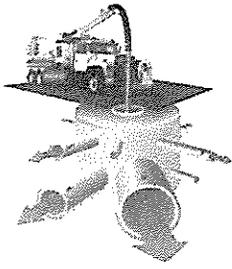
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

### **Covered Workers**

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to supervisors, full-time employees, part-time employees, off-site employees, volunteers, interns and applicants.

### **Applicability**

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.



# A & A Drainage & Vac Services, Inc.

## **Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

## **Notification of Convictions**

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

## **Searches**

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, wallets, purses, briefcases and lunchboxes and vehicles and equipment.

## **Drug Testing**

All testing will be conducted at the offices of A&A Drainage & Vac Services, Inc. or other facility as directed by the owner. Employees who test positive will have an opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion and return-to-duty testing upon selection or request of management.

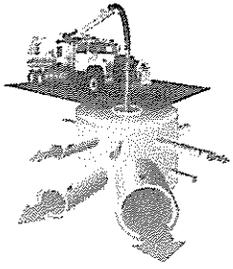
The substances that will be tested for are: Amphetamines, Cannabinoids

13846 NW 14 Street • Pembroke Pines, FL 33028

Phone: (954) 680-0294 • Fax: (954) 602-1160

[www.a-a.co](http://www.a-a.co) • [jim@a-a.co](mailto:jim@a-a.co)

CRC1259174 • CFC1428700



# A & A Drainage & Vac Services, Inc.

(THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone, and OXY. Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

## **Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

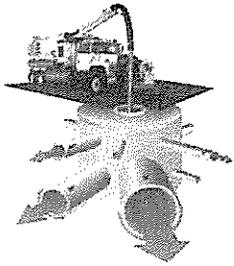
If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

13846 NW 14 Street • Pembroke Pines, FL 33028

Phone: (954) 680-0294 • Fax: (954) 602-1160

[www.a-a.co](http://www.a-a.co) • [jim@a-a.co](mailto:jim@a-a.co)

CBC1259174 • CFC1428700



# A & A Drainage & Vac Services, Inc.

## **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## **Assistance**

**A & A Drainage & Vac Services, Inc.** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

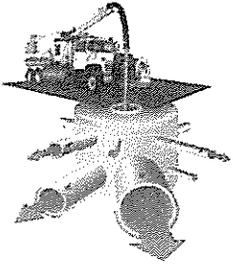
Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **Confidentiality**

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

## **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.



# A & A Drainage & Vac Services, Inc.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

## **Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- All employees will receive an update of the policy annually with their paychecks.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

**FORM 8  
ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	12/11/13	JAMES SCARMA	PRESIDENT	<i>James Scarma</i>
2	12/27/13	JAMES SCARMA	PRESIDENT	<i>James Scarma</i>

[THIS SPACE INTENTIONALLY LEFT BLANK]



## Fax Cover Sheet

**To:** Jim Scrima – 954-602-1160  
Louis Montanyaz -863-635-6867  
Eddy Barba – 305-637-9659  
Jose Awaner – 305-696-7903  
Margaret Lary – 954-975-9718  
Lenny Jaglarski -954-975-9718  
Laureen Busacca – 813-983-2821  
James Spinks – 305-477-7590  
Joaquin Marino – 305-637-9659  
Jose Alvarez – 305-696-7903

**From:** Karl Thompson, P.E.  
Director of Public Works

---

**Fax:** Numbers above

**Pages:** 5

---

**Phone:**

**Date:** 12/11/13

---

**Re:** City of Weston Maintenance of  
Stormwater and Sanitary Sewer Facilities **CC:**

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

---

● **Comments:**

**See attached Addendum**

## ADDENDUM #1

(ISSUED DECEMBER 11, 2013)

TO

### RFP NO. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc. to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

A mandatory pre-proposal conference was held on December 10, 2013, at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal were required to attend this meeting. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

A summary of the meeting is outlined below:

1. The meeting started at 2:04 p.m. and Proposers were notified to document their attendance by completing the sign-in sheet. Only those who attended the mandatory pre-proposal conference will be allowed to submit. (Sheet Attached).
2. Karl Thompson, Director of Public Works, outlined the purpose of the meeting, main paragraphs in the Notice to Proposers, general description and proposed work.
3. Proposers were advised that the deadline date to submit qualifications is December 30, 2013, at 11:00 a.m. at Weston City Hall, 17200 Royal Palm Boulevard, Weston Florida 33326.
4. All questions must be sent in writing to Karl Kennedy by 4:00 p.m., local time on December 23, 2013.
5. Karl Thompson reminded the attendees that Addendum #1 will be issued in 3 to 5 days of this meeting.
6. Meeting adjourned at 2:12 p.m.
7. The questions asked and answers provided are stated below:

A. Is there an engineer's estimate?  
*There is no engineer's estimate.*

B. Page 16 of the project documents is asking for Asbestos Liability. Please clarify.

Please read Section E on page 15. "If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY."

C. How old is the City's sewer system?

*First systems were built in 1988.*

D. What is the term of the contract?

*Initial term of 3 years with two options for renewal.*

E. Why are there 10 names on the sign-in sheet but only seven persons/companies present?

*The following was discovered. (i) There were two representatives present from Shenandoah Construction; this is acceptable. (ii) James Spinks representing Marlin Engineering indicated that he signed in for Marlin Engineering as well as signing in for a "Lucia Soria of Ram Tech Construction". Mr. Spinks cannot sign in for another person whom was not present. Therefore, Ram Tech did not have a valid representative at this mandatory pre-bid meeting.*

#### CHANGES IN THE CONTRACT DOCUMENTS

A. On page 5 of 76, the sixth paragraph has been corrected and shall now read as follows:

*Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 p.m., local time on **December 23, 2013**.*

B. On page 27 of 76, Section 4.4 Selection Committee has been corrected and shall now read as follows:

*Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor; who will review submissions and provide a recommendation to the City Commission.*

C. On page 12, Paragraph M has been revised to add the following section M.4:

*4. Failure, by the CONTRACTOR, to comply with the operational provisions of stated response time shall result in liquidated damages due to the CITY as follows:*

*(A) Failure to respond to the site within 30 minutes of being notified by the CITY shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00).*

*(B) Failure to answer 24/7 emergency telephone line after 3 attempts by CITY (for the same emergency incident) shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00).*

**Attachment: Sign In Sheet**

**END OF ADDENDUM**





**ADDENDUM #2**  
**(ISSUED DECEMBER 27, 2013)**

TO

**RFP NO. 2013-18**  
**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

The attached correspondence was submitted via email by Shenandoah Construction., the City provides the following response (**in bold**):

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.  
**On page 45 of the RFP document it states "The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements ...". NPDES inspection includes the following tasks:**
  - a. **Structures are inspected annually. Level of debris in each structure is recorded. The structures meeting the threshold for subsequent cleaning are scheduled for cleaning.**
  - b. **Inspect all catch basin grates to ensure decals or signage depicting "No dumping, drains to lakes" are in place and visible.**
  - c. **Inspect and remove debris, weeds on and around catch basins and other stormwater structures.**
  
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?  
**For a general maintenance contract, experienced CONTRACTORS should be aware that pipe sizes and length vary, therefore must consider a range when pricing.**

**Item 5 covers pipe size over 36".**

**On Page 4 under EXPERIENCE it states, "Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston." Therefore, CONTRACTOR should be familiar with the typical conditions in South Florida.**

- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract such as this, experienced CONTRACTORS should be aware of typical spacing sanitary sewer manholes.**
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract, experienced CONTRACTORS are aware of that distances of terminal manholes to lift station wet well vary within the typical norms and shall price accordingly.**
- 5) Item 5: Pipe size range (36" >) to broad to price accurately.  
**This is typical of other governmental RFPs and bids.**
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.  
**The RFP states "*The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to,...."*". The response time is for emergencies and remains unchanged and CONTRACTOR shall submit prices in accordance with the RFP requirements.**

Attachment: Email from [d.dimura@shenandoahconstruction.com](mailto:d.dimura@shenandoahconstruction.com)

END OF ADDENDUM

**From:** [Karl Kennedy](#)  
**To:** [Karl C. Thompson, P.E.](#)  
**Subject:** Fwd: Weston RFP No. 2013-18  
**Date:** Tuesday, December 24, 2013 10:52:09 AM

---

FYI

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Weston RFP No. 2013-18  
From: Dan Dimura <d.dimura@shenandoahconstruction.com>  
To: Karl Kennedy <KKennedy@cgsolutions.com>  
CC: Margaret Lary <margaret.lary@shenandoahconstruction.com>

Karl,

We will not be able to provide a proposal due to the following reasons:  
Overall there are no specifications or descriptions to any of the bid items. This subjects the bidder to speculation, assumption, and guessing.

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?
- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.
- 5) Item 5: Pipe size range ( 36">) to broad to price accurately.
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.

Respectively,  
Danny DiMura VP  
[Letterhead]  
1888 NW 22nd Street  
Pompano Beach, FL 33069  
954-975-0098  
[shenandoahconstruction.com](http://shenandoahconstruction.com)

---

[<http://static.avast.com/emails/avast-mail-stamp.png>] <<http://www.avast.com/>>

This email is free from viruses and malware because avast! Antivirus<<http://www.avast.com/>> protection is active.

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STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

FORM 9  
INDEPENDENCE AFFIDAVIT

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

1. He/She is PRESIDENT of A & A DRAINAGE & VAC SERVICES INC the CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

|| NOT APPLICABLE

N/A

FORM 9  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

*James Scrima*  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

PRESIDENT  
Title

12/3/2013  
Date

STATE OF FLORIDA            )  
  )  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2013, by

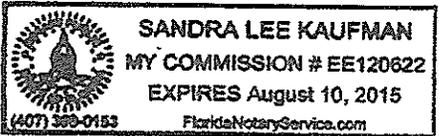
JAMES SCRIMA as PRESIDENT for A-E ADVISORY & V. SERVICES

Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

*Sandra Lee Kaufman*  
NOTARY PUBLIC

My Commission Expires:



**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is PRESIDENT of A S ADVANTAGE SUR SERVICES INC the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

James Scrima  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

President  
Title

12/3/2013  
Date

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 3rd day of December, 2013,

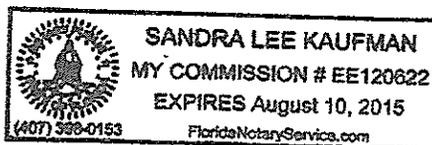
by James Scrima as President for A & A Drainage & Wet Service

Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

Sandra Lee Kaufman  
NOTARY PUBLIC

My Commission Expires:



**CHAPTER 4 – RATE AND FEE SCHEDULE**

**(EXHIBIT "C")**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013

**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

**Table 5-1 - Pricing**

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$ 100.00
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	0
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	0
6	Cleaning of Lift Stations, price per lift station	Each	35	\$ 400.00
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$ 115.00
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$ 125.00
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 7.00
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	\$ 185.00

**FORM 5**  
Continued

The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

**Table 5-2 - Equipment**

<u>Item No.</u>	<u>Description of Equipment</u> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<u>Owned/Leased</u> (circle one)
1	1997 VACCON - FORD	<u>Owned</u> /Leased
2	1997-VACCON - FORD	<u>Owned</u> /Leased
3	1998 VACCON STIRLING	<u>Owned</u> /Leased
4	2001 VACCON STIRLING	<u>Owned</u> /Leased
5	2006 PUMP TRUCK: FREIGHTLINER	<u>Owned</u> /Leased
6	2004 INTERNATIONAL	OWNED
7	2008 FORD SERVICE TRUCK -	OWNED

## **CHAPTER 5 – CERTIFICATE(S) OF INSURANCE**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	CONTACT NAME:		
	PHONE (A/C, No, Ext): 954-735-5500	FAX (A/C, No): 954-735-2852	
E-MAIL ADDRESS: certificates@gatewayins.com			
INSURED AANDA06 A & A Drainage & Vac Services Inc. / Attn: James Scrima 13846 N.W. 14 Street Pembroke Pines FL 33028	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Florida Citrus Business &		
	INSURER B : United Specialty Ins. Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 194025600 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	USA4029918	11/13/2013	11/13/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10639751	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is listed as Additional Insured per form CG2033 when required by written contract. Blanket Waiver of Subrogation Applies per form E919 to the General Liability when required by written contract. Blanket Primary and Non Contributory form on the policy when required by written contract.  
City of Weston, Calvin Giordano & Associates, Inc., Munipal Technologies, Weiss Serota Helfman Pastoriza Cole and Boniske, PL are listed as Additional Insured with respects to General Liability as required by written contract only.

<b>CERTIFICATE HOLDER</b>  City of Weston 20200 Saddle Club Road Weston FL 33324	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PALHEGYI RAYMOND E  
 1003 SHOTGUN RD  
 SUNRISE, FL 33326  
 1-954-577-5408

**Policy number: 03378709-7**

Underwritten by:  
 PROGRESSIVE EXPRESS INS COMPANY  
 May 28, 2013  
 Page 1 of 1

## Certificate of Insurance

Certificate Holder	Insured	Agent
A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	PALHEGYI RAYMOND E 1003 SHOTGUN RD SUNRISE, FL 33326

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Effective Date: Feb 1, 2013

Policy Expiration Date: Feb 1, 2014

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$1,000,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

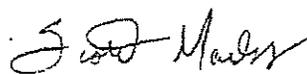
#### Scheduled autos only

Description	Amount	Stated Amount
2001 STRG LTO 2FZHATAK91AF86274		\$65,000
MEDICAL PAYMENTS	\$5,000	
FIRE AND THEFT W/ CAC	\$500 DED	
COLLISION	\$500 DED	

#### Certificate number

14813NET709

Please be advised that certificate holders will be notified in the event of a mid-term cancellation.



# Exhibit 2

## EXHIBIT A



### Contract Renewal Price Schedule

**Contract:** RFP No. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

**Vendor:** A&A Drainage

**Date:** 2/4/2014

**Expires:** 3/31/2017

**Options:** Two - 5 year renewals

Item No.	Description of Item	UOM	Quantity	Price	CPI		
					1.570%	0.419%	1.580%
					4/1/2014	4/1/2015	4/1/2016
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00	\$ 30.47	\$ 30.60	\$ 31.08
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00	\$ 86.33	\$ 86.70	\$ 88.07
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$100.00	\$ 101.57	\$102.00	\$ 103.61
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	\$ -	\$ -	\$ -	\$ -
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	\$ -	\$ -	\$ -	\$ -
6	Cleaning of Lift Stations, price per lift station	Each	35	\$400.00	\$ 406.28	\$407.98	\$ 414.43
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$115.00	\$ 116.81	\$117.29	\$ 119.15
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$125.00	\$ 126.96	\$127.49	\$ 129.51
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 1.00	\$ 1.02	\$ 1.02	\$ 1.04
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10		\$ -	\$ -	\$ -

Dm 63382

# SHENANDOAH

CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
 (954) 975-0098 Fax: (954) 975-9718

DATE: June 21, 2016  
 SUBMITTED TO: Craig A. Smith  
 STREET: 7777 Glades Road Suite 410  
 CITY, STATE & ZIP: Boca Raton, FL 33434  
 PHONE: (954) 782-8222  
 FAX:  
 EMAIL: acaruso@craigasmith.com  
 JOB NAME: Village of Biscayne Park- 2016 Storm  
 Drainage Cleaning  
 ATTENTION: Al Caruso Ext 228

PROPOSAL #P3538

We propose to furnish a crew and all necessary equipment to clean 94 structures and the attached 15" pipelines 2 area require MOT setup at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Jet Vac Truck (3200 Gal Tank)	(at \$185.00 Per Hour)	150 hour(s)	\$27,750.00
Disposal	(at \$285.00 Per Truck Load)	15 truck load(s)	\$4,275.00
Fuel Surcharge (Vac Truck)	(at \$50.00 Per Day)	15 day(s)	\$750.00
MOT Setup and Break Down	(at \$600.00 Each)	2 Each	\$1,200.00
<b>Estimated Total:</b>			<b>\$33,975.00</b>

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

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

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

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.  
 Jose Vera

TITLE DATE  
 Estimator 06/21/2016

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

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

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
 REPRESENTATIVE:

DATE:  
 TITLE: