



WEST PALM BEACH

Purchasing Department

June 11, 2018

Gird One Electrical Construction, Inc.
390 US Highway 27 North
South Bay, FL. 33493

Subject: Citywide – Master Electrical Services

Dear Sirs:

Enclosed is an original of the above-referenced document that has been duly executed by the authorized officials of the City of West Palm Beach for your files.

Thank you,

Robin Hewitt
Lead Contract Specialist

cc: File



**MASTER SERVICES AGREEMENT
FOR CITYWIDE ELECTRICAL SERVICES**

Contract No. 21506
RFP No. 17-18-202

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is Post Office Box 3066, West Palm Beach, Florida 33402 (the "City") and **GRID ONE ELECTRICAL CONSTRUCTION, INC.**, a Florida corporation, whose principal address is 390 US Hwy. 27 N., South Bay, FL 33493 (the "Contractor").

WITNESSETH

WHEREAS, the City issued its Request for Proposals No. 17-18-202 (the "RFP") pursuant to state and local law to solicit firm, fixed rates and establish a term contract for Citywide Electrical Services on as needed basis, (the "Work" or "Services"); and

WHEREAS, Contractor is qualified to render said services and has responded to the RFP by submitting its Proposal dated February 12, 2018 (the "Proposal"); and

WHEREAS, the City desires to engage the Contractor to perform provide general electrical services on an as-needed basis for both scheduled projects and emergency repairs at the City owned or managed facilities, as may be requested by the City in accordance with the RFP, the Proposal, this Agreement and the conditions set forth herein (the "Work" or "Services"); and

WHEREAS, the Contractor has agreed to perform the Services, as described below, for the City in accordance with the RFP, the Proposal and the terms and conditions set forth herein

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. **THE WORK:**

1.1 **Scope of Work.** The Contractor hereby agrees to furnish all the materials, equipment, tools, labor, supervision, licensing, permits, transportation and incidentals necessary to provide miscellaneous electrical services, repairs and installation for various City of West Palm Beach owned or managed facilities. The services include but are not limited to the following: installation and/or relocation of electrical outlets and office lights; the installation and/or replacement of electrical service panels; and disconnection of irrigation pumps; and re-wiring of existing facilities, etc. Street light repair and sport field light repair services are expressly excluded from this Agreement. The Services shall be provided subject to and in accordance with the terms, conditions and provisions of the RFP, attached as **Exhibit A**, and the Proposal, attached as **Exhibit B**. The RFP and Proposal are expressly incorporated into this

Agreement by reference. The RFP, Proposal and this Agreement are collectively referred to as the "Contract Documents". Unless otherwise specified, the Contractor agrees to furnish all equipment and labor necessary for the performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with any applicable plans, drawings, and technical specifications. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. There is no guarantee of any minimum value, quantity or frequency of work under this Agreement. Contractor recognizes that Work will be awarded on a rotational basis amongst all contractors awarded contract pursuant to the RFP.

1.2 Inspection, Standards and Workmanship. All materials, workmanship and Services performed shall be in compliance with City, County of Palm Beach, State of Florida and Federal regulations, codes and standards and most recent National Electric Code. The Contractor shall notify City personnel of work progress and, as required, shall make arrangements for owner inspection of work performed. Any Work deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours.

1.3 Service, Fulfillment and Emergency Response Time. The Contractor shall provide a 24-hour, 7 day a week telephone answering or beeper service to accept and record emergency service call requests from the City of West Palm Beach. Emergency service call requests such as, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within two (2) hours from time call is placed and contractor shall be available and service performed 24 hours a day, 7 days a week.

1.4 It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the City, shall receive services on a "first priority" basis.

1.5 Services Provided in Response to Natural Disaster / Emergency. Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Supplier. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in **Exhibit C** (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

1.6 Background Checks. As a condition precedent to performing work at certain City facilities, such as the City's Police Department, Contractor's employees, agents and subcontractors may be required to pass a background check. Contractor understands that the City may restrict certain individuals from working at these sites based on the information contained in their background checks. If Contractor's personnel are unable to pass the requisite background check, Contractor may provide alternative personnel to perform the Work, or at the City's option, the City may award the Work to the next available contractor in the rotation that passes the background check.

2. TERM OF CONTRACT.

2.1 Term of Contract. Subject to the termination rights of the City as provided herein, this Contract shall have a term of three (3) years, commencing as of the date of execution by the City.

2.2 Renewal. Upon the mutual written agreement of the parties, this Contract may be renewed for up to two additional twelve (12) month terms. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. Any renewals will be subject to appropriation of funds by the City.

3. METHOD OF ORDERING (PURCHASE ORDERS / WORK ORDERS), CHANGES IN WORK.

3.1 Purchase Orders. Services under \$10,000 may be requested by Purchase Order. For work not exceeding \$10,000, the Contractor will have three (3) working days from the date of the City's request to submit a budgetary estimate. Failure to timely submit a budgetary estimate may result in loss of work to the Contractor and the City awarding work to the next available contractor in the rotation. In the event that the City and Contractor fail to agree on the proposed scope and cost estimate, the City may move on to negotiate with the next contractor in the rotation.

3.2 Work Orders. Services in excess of \$10,000 will be requested by the City via Work Order. As funding becomes available, the City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit D**. The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. The individual Work Orders will specify the work to be performed, its location and not-to-exceed cost (based on the contract unit prices), and a schedule for performance. No work in excess of \$10,000 is authorized until a Work Order is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order and the appropriate completed Small Business participation form as required by the Contract Documents. In the event that the City and Contractor fail to agree on the proposed scope, schedule and cost estimate, the City may move on to negotiate with the next contractor in the rotation.

3.3 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the plans and specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

3.4 Acceptance of Work. Acceptance of Work performed shall be by the City after the Project Engineer or City's designated representative has inspected the Work and determined that the work

authorized under each Work Order was completed consistent with the Contract Documents and applicable specifications.

3.5 Surety or Payment and Performance Bond. Prior to commencement of work under each Work Order, if directed by the City, Contractor shall provide to the City on forms furnished by the City a 100% Public Payment and Performance Bond ("Bond"), in an amount not less than the total cost of each assignment or project for services to be performed therein. The bond shall incorporate by reference the terms of the Contract Documents in its entirety. The following language shall be expressly included within the language of its Public Construction Bond:

"The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

3.6 Changes In The Work. City, without invalidating this Agreement, may order written additions to or deductions from the work, the Contract price being adjusted accordingly. If Contractor makes a request for a change in the work, Contractor is not authorized to vary the work unless a written Change Order or written Amendment to Work Order is issued and executed by the City. No Change Order or Amendment shall be valid unless executed by the City.

3.7 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Proposal, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: "*Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

4. TIME OF COMPLETION AND LIQUIDATED DAMAGES. The Time of Completion for the Work authorized under each work order will be established at the time of issuance of work order and shall be of the essence. Contractor acknowledges that failure to complete the Work under each work order by

the allotted time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible, to ascertain as of the date of this Contract. If the Work is not substantially completed and then fully completed within the Time of Completion, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00), per calendar day for each and every day the time for completion exceeds the time allowed for that purpose. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

5. RATES, PAYMENT, LIENS.

5.1 Rates. The rates for the services and materials shall be established in accordance with the hourly rates specified in **Exhibit E** and the unit prices or hourly rates for any unique items agreed upon by City from time to time as necessary. As related to Rates, the following conditions shall apply:

a. Labor time shall commence upon site arrival, terminate upon departure, and total by ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. Contractor shall be responsible for all travel to and from job site. **Standard labor rate** shall be for work requested and completed during the hours 7:00 A.M. to 5:00 P.M., Monday through Friday. **Premium labor rate** shall be for work requested and completed during the hours 5:01 P.M. to 6:59 A.M., Monday thru Friday, and (weekends) from 5:01 P.M. Friday to 7:00 A.M. Monday, and shall include all federal City observed holidays.

b. The City reserves the right to purchase and provide any and all material it deems beneficial for a specified project. All material, not provided by the City of West Palm Beach, shall be listed separately on invoice(s) and state a concise description and cost of material or part. All invoiced material and labor costs shall be detailed on the invoice and include quantity, description, rate or cost and total per item and per invoice. Invoices shall be reviewed and approved by City of West Palm Beach personnel.

c. Time is of the essence with respect to all Services provided under this Agreement.

5.2 Payment. The Contractor shall provide the services "as needed" with no guarantee by the City of any minimum amount of work. Payment will be made by the City after Services have been performed, commodities received, accepted and properly invoiced. The rates for the Services shall be established in accordance with the Contractor's Rates as set forth in **Exhibit E**. The Rates shall be full compensation for all equipment, vehicles, tools, labor, supervision, expertise, permits, licenses, fuel, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete the Services described in this Contract.

5.3 Invoices. All invoices shall contain the City's Contract and Purchase Order or Work Order number (as applicable). All invoiced material and labor costs shall be detailed on the invoice and shall include quantity, description, rate or cost and total per item and per invoice. Invoices shall be reviewed and approved by City personnel as a condition of payment.

5.4 Liens and Releases of Liens. Neither the final payment nor any part of any retained percentage shall become due until Contractor shall deliver to City complete releases of all claims or liens arising out of the Contract Documents, or receipts in full in lieu thereof and, if required in either case, an

affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to City, to indemnify City against any claim or lien (in cases where such payment is not already guaranteed by Surety or Performance Bond).

Contractor shall use City's forms for all releases of liens. All releases are required to have original signatures. All values on lien releases shall be consistent with the subcontracts.

Final releases of liens for subcontractors can be provided in exchange for a check if the Contractor notifies the City at least 5 days in advance. Upon completion/receipt of all requirements for final payment by the Contractor, Contractor may exchange the final release for a check upon ten (10) days advance notice to the City.

If any claim or lien remains unsatisfied after all payments are made, Contractor shall refund to City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

6. PERMITS AND LICENSES. The Contractor shall obtain all permits and licenses required by law or ordinance and maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change.

6.1 In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80).

Permits.

- a. Electrical Permit (for Fee/Amount or calculation see City Website (www. wpb.org)
- b. Right-of Way Permit (If work to be done on Right-of-Way)

Licenses.

- a. Electrical Contractor's License and/or
- b. Contractor's License

6.2 Alarm Service Work. Pursuant to Florida Statute Section 489.537, if the scope of any services under the contract includes alarm systems, the Contractor shall subcontract such alarm system work, except raceway systems, to a certified or registered alarm system contractor, unless the Contractor is also a certified or registered alarm system contractor.

6.3 Other Licenses Required. Additionally, the Contractor shall subcontract the work of any other craft for which an examination for a certificate of competency or registration or a license is required, unless the contractor also holds such required certificate, registration or license.

7. CHARACTER OF WORKMEN. All workers provided by the Contractor for Services hereunder, shall be the best available for the kind of services performed. Any person employed by the Contractor whom the City or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall, under written instruction of the City or designee be removed from the job and shall not again be employed under this Contract.

7.1 Supervision of the Work. The Contractor shall supervise the Work using the Contractor's best skill and attention, and shall be responsible for all means, methods, techniques, procedures and coordination of work. The Contractor shall have an English-speaking supervisor or representative on site at all times, who shall be knowledgeable of all plans, specifications and contract requirements. The contractor shall provide due care at all times to cordon off, and/or post signs to maintain a safe work area to avoid creating a hazardous condition for pedestrians, property, and vehicles. The Contractor's supervisor on the job-site shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the contract; receiving and carrying out directions for the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 7:00 AM to 5:00 PM).

8. PROTECTION AGAINST DAMAGE, CLEANING UP. The Contractor shall, at all times, guard against damage or loss to the property of the City, the Contractor's own property and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents. The Contractor shall be responsible to safeguard all their property such as tools and equipment while on site. The City will not be held responsible for any loss of Contractor due to theft or vandalism. The Contractor shall provide due care at all times to cordon off and/or post signs to maintain a safe work area in order to avoid creating a hazardous condition for pedestrians, property and vehicles. The Contractor shall ensure the work site is kept free of hazards and that debris, rubbish and scrap material are removed from the site on a regular basis to provide a neat and orderly appearance at the end of each workday and upon project completion. The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor, and it shall save the City and political unit thereof harmless from all claims made on account of such damages. If Contractor encounters any materials considered or suspected of being hazardous, Contractor shall immediately secure the area and contact City staff to report the issue for further instructions.

9. RECORDS AND RIGHT TO AUDIT. Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

10. SUSPENSION OF THE SERVICES. The City shall have the authority to suspend the Services under this Contract on account of: (a) Contractor persistently fails to perform the Services in accordance with the Contract documents (including, but not limited to, failure to supply skilful workers or an adequate number of workers, or suitable materials or equipment or failure to adhere to response time); (b) Contractor disregards laws or regulations of any public body having jurisdiction; (c) Contractor disregards the authority of the City representative; (d) the Services are being done by City forces

adjunctive thereto; (e) emergency situations; and (f) any other condition which, in the judgment of the City representative requires suspension of the Services.

11. TERMINATION.

11.1 Termination for Cause. The City shall have the right to immediately terminate this Contract if the product, materials, equipment, or service does not comply with specifications as stated herein or fails to meet the City's department performance standards. In the event the Contractor violates any of the provisions of the Contract, the City shall have the right to terminate this Contract, in whole or in part, upon seven (7) days written notice to the Contractor. Such notice shall state the reason for such intention to terminate the Contract. The liability of the Contractor for any and all such violations(s) shall not be affected by any such termination.

11.2 Termination without Cause or for Convenience. The City shall have the right to terminate this Contract, in whole or in part without cause or for its convenience, upon ten (10) days written notice to the Contractor.

11.3 Immediate Termination. The City shall have the right to immediately terminate this Contract, in whole or in part, in the event the Contractor cannot or does not commence or complete the work in the time provided in the Work Order and said failure is not excused by the City in writing or in the event the performance of services is not satisfactory to the City..

11.4 In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed and accepted through the termination date under the payment terms set forth herein. Upon termination, this Contract shall have no further force or effect except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law, litigation and those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. Upon termination the City will have no further obligations to Contractor and Contractor will have no claims against City.

11.5 Contractor Obligations Upon Termination. Upon receipt of written notice from City of termination, Contractor shall cease operations as directed by City in the notice; take actions necessary, or that City may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Contractor shall turn over all marked up drawings and specifications showing progress to date. Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers and take all such steps as City may require for the purpose of finalizing the termination including but not limited to promptly remove any part or all of its equipment, materials and supplies from the property of City, failing which City shall have the right to remove such equipment, materials and supplies at the expense of Contractor.

12. CITY'S RIGHT TO CORRECT OR COMPLETE SERVICES. If Contractor neglects to prosecute the work diligently in accordance with the Contract Documents or fail to correct defective or nonconforming work or replace defective materials or equipment or fail to perform any provisions of the Contract Documents, City may, after three (3) calendar days written notice and opportunity to cure to Contractor, without prejudice to any other remedy City may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

13. INSURANCE. Contractor shall purchase from and maintain during the term of the Services, and all

applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per occurrence and \$1,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

Contractor Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 Combined Single Limit, per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

14. **INDEMNIFICATION.** Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of

Contractor in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Agreement by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

15. WARRANTY, PARTS AND SALVAGE. Contractor shall warrant that all materials and equipment included in the work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. Contractor warrants all equipment, materials and labor furnished against defect in design, materials and workmanship for a period of twelve (12) months from Final Payment, unless longer warranties are provided in the Contract Documents in which case the longer period prevails. Contractor shall collect, assign and deliver to City any specific written warranties given by others as required by the Contract Documents. Notwithstanding any provisions in the Contract Documents to the contrary, this express warranty shall commence on the date City obtains the final certificate of occupancy for the Project (or equivalent). Contractor shall conduct, at its expense, with City and Engineer, a warranty inspection prior to expiration of the warranty period(s). Upon receipt of Notice from City of failure of any part of the guaranteed equipment or materials during the guarantee period, the defective equipment parts or materials shall be replaced promptly with new equipment parts (or new equipment) and materials by Contractor, at no expense to City..

16. AVAILABILITY OF FUNDS. This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon no less than twenty-four (24) hours notice, written and delivered to the Contractor. The City shall be the sole and final authority as to the availability of funds.

17. REPRESENTATIONS, WARRANTIES AND COVENANTS.

17.1 Authority. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

17.2 Duly Licensed. Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

17.3 No Contingency. 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 any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18. GENERAL PROVISIONS:

18.1 Headings. The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

18.2 Integration. This Contract constitutes the entire agreement between Contractor and the City and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

18.3 Severability. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect the validity, legality or enforceability or any other provision of this Contract and this Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

18.4 Assignment. This Contract requires the personal skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

18.5 Specific Waiver. Any waiver issued by the City of any provision of the Contract Documents shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

18.6 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws, codes and regulations relating to the Services and provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable local, State and Federal laws relating to wages, hours, safety and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

18.7 Federal and State Tax. The City is exempt from Federal Tax and State Tax for Tangible Personal Property. Contractors doing business with the City shall not be exempted from paying sales tax nor shall any Contractor be authorized to use the City's Tax Exemption number in securing such materials.

18.8 Small Business Requirements. Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

18.9 No Solicitation. Contractor has not employed or retained any person employed by the City to solicit or secure this Contract and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Contract.

18.10 Non-Discrimination. In performing under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

18.11 Public Records Law. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

18.12 Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

18.13 Modification. There may be no modification of this Contract, except in a writing executed with the same formalities as this document.

18.14 Governing Law; Venue. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

18.15 Unauthorized Aliens. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

18.16 Public Entity Crimes Act. Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

18.17 Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

18.18 Ethics; Conflicts of Interest.

18.18.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

18.18.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

18.18.3 Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

18.18.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

18.18.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

18.18.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

18.18.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

18.18.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

18.19 Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18.20 Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of

this contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

18.21 No Contingency. 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 Contract 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 any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18.22 Permits and Licenses. The Contractor shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits or certification shall be reported to the City within thirty (30) working days.

18.23 Independent Contractor. Contractor acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Contractor more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Contractor hereunder. Contractor acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Contractor duties hereunder under this Contract. Contractor shall be responsible to the City for all work or services performed by Contractor or any person or firm engaged as a sub- Contractor or subcontractor to perform work in fulfillment of this Agreement.

18.24 Scrutinized Company List. In executing this Agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized companies that Boycott Israel List, created pursuant to section 215.473 and 215.4725, Florida Statutes respectively. Pursuant to Section 287.135, Florida Statutes, Contractor agrees the City may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

18.25 Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

18.26 Contract Documents. Contractor agrees to perform this contract in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience sake, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents, whether or not they are attached.

- Exhibit "A"** Request for Proposals No. 17-18-202
- Exhibit "B"** Contractor's Proposal
- Exhibit "C"** FEMA Provisions
- Exhibit "D"** Work Order Form
- Exhibit "E"** Fee Schedule

18.27 Entire Contract. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Contractor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

CONTRACTOR
**GRID ONE ELECTRICAL
CONSTRUCION, INC.**

By: Deanna Young
Print Name: Deanna Young
Title: Treasurer

CITY OF WEST PALM BEACH

By: Geraldine Rubio
Geraldine Rubio, Mayor
Attest: Hagen F. Cannon
City Clerk

Date: June 8, 2018.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: [Signature]

Exhibit A
Request for Proposals No. 17-18

Annual Contract for Electrical Services

RFP #17-18-202

PROPOSER INFORMATION Form A

The Procurement Department reserves the right to require a proposer to submit such evidence of their qualifications as it may deem necessary prior to the award of this contract. Proposals will be considered only from Contractor which is regularly engaged in the business of providing services described in this document.

Name of Proposer: Grid One Electrical Construction, Inc.

Address: 390 US Hwy 27 N, South Bay, FL 33493

Office Phone: 561-996-4488 Emergency Contact Phone Number: 863-801-1551

Contract Contact Person: Deanna Young / Title: Treasurer

Contract Contact Person Tel/Cell: 561-996-4488 Email: Deanna@GR1D.com

Certified Small Business with City of West Palm Beach Palm Beach County
 Palm Beach County School Board

Number of Years in Business providing electrical services: 13

Numbers of qualified employees are available to provide the electrical services:

15 Full time _____ Party time

Supervisor Name: Chris Stanley Cell Phone: 863-801-1551

Number of years with company: 11 Number of years providing electrical services: 20

Electrical License No. EC13004239 Expiration Date: 8/31/2018

**include the resume of supervisor: list of experiences and certifications.

List current personnel/staff employed by Contractor:

Name	Job Perform
<u>Chris Stanley</u>	<u>Project Manager/Estimator</u>
<u>Winston Grimm</u>	<u>Electrician/HV Electrician</u>



(Form B)

EXPERIENCE/REFERENCE

Please list at least three (3) electrical services projects completed within the past three (3) years as stated in the Scope of Work above.

NOTE: Failure to fully and accurately complete this Form evidencing compliance with minimum qualifications shall be grounds for disqualification of contractor's bid. **Contractors not meeting the minimum requirements will be disqualified.** All decisions of the City are final.

Company Name: Grid One Electrical Construction Inc.

PROJECT #1

Owner: Solid Waste Authority

Name of Project: Annual Electrical Services Contract

Project Location: Palm Beach County, FL

Description of Project:

Completing electrical service projects for all SWA locations

Indicate Project elements completed by Contractor and briefly describe (Installation, repair, replacement, removal of new and/or existing electrical service):

Projects consist of lightning protection, annual testing, pole replacement, refusing transformers, installing transfer switches, etc.

Budget and Timeline of Project: ~\$25,000 1/2016 1/2019
Budget Start Date End Date

Reference Contact: Ron Schultz Maintenance Manager
Name Title

Telephone: () 561-640-4000 E-Mail: rschultz@swa.org

(Form B)

Bidder Company Name: Grid One Electrical Construction Inc.

PROJECT #3

Owner: Napa Auto Parts

Name of Project: New Warehouse

Project Location: Belle Glade, FL

Description of Project:

Completed all electrical - ground up for new warehouse.

Indicate Project elements completed by Contractor and briefly describe (Installation, repair, replacement, removal of new and/or existing electrical service):

Installed new lighting fixtures, circuits, conduit, overhead service, panels, all fire alarm and security alarm

Budget and Timeline of Project: ~\$95,000 8/2017 1/2018
Budget Start Date End Date

Reference Contact: Dale Helvey Manager
Name Title

Telephone: () 561-261-1435 E-Mail: dhelvey@performancenapa.com

NOTE: Use an additional sheet with the same format if you want to list other project as proof of prior experience.

Fee Proposal for Event Set Up Electrical Services (optional bid)

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	\$ 65.00	\$ 97.50
Journeyman/Supervisor	\$ 63.00	\$ 94.50
Apprentice/Helper	\$ 49.00	\$ 73.50
Laborer	\$ 15.00	\$ 22.50
Permit Fee Reimbursement	At Actual Cost	

PARTS & MATERIALS MARK-UP	Not to exceed 3%
Miscellaneous materials (materials that are already owned by the contractor, and are incidentally used to complete the repairs.) The cost of miscellaneous materials shall never exceed \$100 per repair.	

EQUIPMENT RENTAL (Includes delivery, pick up, grounding and one full tank of fuel for allocated hours)	DAILY RATE (Usage under 16 hrs)	Weekly RATE (Usage over 16 hrs/ 40 hrs of run time)	
Light Tower	\$ 293.00	\$ 879.00	
Generator 25Kva (20KW) 65 Amps (3 phase 208V)	\$ 216.00	\$ 648.00	
Generator 45Kva (36KW) 110 Amps (3 phase 208V)	\$ 270.00	\$ 810.00	
Generator 70Kva (56KW) 150 Amps (3 phase 208V)	\$ 348.00	\$ 1,044.00	
Generator 125Kva (100KW) 300 Amps (3 phase 208V)	\$ 492.00	\$ 1,476.00	
Additional Fuel after first tank	\$ 5.62 /gallon		
Cable Ramps Daily Rate	\$ 5.25		
#2 Banded Feeder (190 AMP Rating)	25ft \$ 42.00	50ft \$ 42.00	100ft \$ 84.00
2/0 Feeder (300 Amp Rating)	\$.40	Per foot/cable	
12 Circuit Box (20 Amp Receptacles)	\$.65	Per day	
6 Circuit Box w/50' cable (20 Amp Receptacles)	\$.70	Per day	

Exhibit C
FEMA Provisions



CITY OF WEST PALM BEACH FEMA CONTRACT TERMS

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

D. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. **Termination for Convenience.** The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. **Compliance with State and Federal Reporting Requirements.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

J. **Procurement of Recovered Materials**

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. **DHS Seal, Logo and Flags**

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. **Compliance with Federal Law, Regulations, and Executive Orders**

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. **Immigration and Naturalization Act.**

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. **Fraud and False or Fraudulent or Related Acts**

(Applicable to all FEMA contracts)

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

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

V. **Contract Work Hours and Safety Standards Act**

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. **Subcontracts.**
(Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit D
Work Order Form



CITY OF WEST PALM BEACH
Master Electrical Services Work Order
Work Order No. _____

Contract No. 21506

Services Type: _____

Contractor: Grid One Electrical Construction, Inc.

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.
2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit _____**.
3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$ _____).
A detailed schedule of values is attached as **Exhibit _____**.
4. **Small Business:** The small business commitment for this Work Order is _____%.
5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract/agreement titled Master Services Agreement for Citywide Electrical Services, dated _____ by and between the City of West Palm Beach and the Contractor named above.

**GRID ONE ELECTRICAL
CONSTRUCTION, INC.**

CITY OF WEST PALM BEACH

By: Deanna Young
Print Name: Deannei Young
Title: Treasurer

By: _____
Geraldine Muoio, Mayor

Attest: _____
City Clerk

Date: _____, 20__.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

Exhibit E
Fee Schedule

Master Contract for Electrical Services

RFP #17-18-202

Fee Schedule

Title	Contract Rate	
	Regular Hourly Rate	After Hours Hourly Rate
Master Electrician	75.00	112.00
Journey/Supervisor	65.00	96.00
Apprentice/Helper	41.00	62.00
Laborer	26.00	39.00
Permit Fee Reimbursement	At Actual Cost	
Parts & Materials Mark-Up	Not to exceed 3%	
Miscellaneous materials (materials that are already owned by the contractor, and are incidentally used to complete the repairs.) The cost of miscellaneous materials shall never exceed \$100 per repair.		

* Regular Hours: 7:00 A.M. to 5:00 P.M. Monday through Friday

* After Hours: 5:00 P.M. to 7:00 A.M. Monday through Friday and all day Saturday, Sunday, and City observed holidays.

* Travel time will not be considered in the calculation of elapsed time.

I hereby certify that I accept the above fee schedule and that I am authorized to sign this certification on behalf of the firm. I further certify that the above information is true, complete and correct.

Contractor's Firm:

Grid One Electrical Construction, Inc.

Officer's Name: Deanna Young Title: Treasurer

Signature: Deanna Young Date: 5/10/18