



**BUDGET AND FINANCE DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET**

**OPEN DATE: NOVEMBER 15, 2011 AT 3:00 PM,**

**TITLE: DEMOLITION, REMOVAL AND DISPOSAL OF UNINHABITABLE/UNSAFE STRUCTURES AND  
DEBRIS MONROE COUNTY, FLORIDA**

RESPONDENT	BID BOND	BID AMOUNT
KEY IRON WORKS, INC.	N/A	
RUDY KRAUSE CONSTRUCTION	N/A	
CROSS ENVIRONMENTAL SERVICES	N/A	

Bid Committee Present: Carlos Victores - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Manager

## RFQ – GMD RANKING

December 2011

	<i>KEYS IRON</i>	<i>WORKS</i>	<i>R. KRAUSE</i>	<i>CONSTRCN</i>	<i>CROSS ENV. SVCS, INC.</i>	
	Score	Rank	Score	Rank	Score	Rank
Judy Clarke	53	1	48	2	45	3
Ronda Norman	60	1	58	2	53	3
Joe Paskalik	59	1	57	2	49	3
Dent Pierce	58	1	57	1	57	1
Cumulative Ranking	-	4	-	7	-	10
TOTAL Ranking	-	1	-	2	-	3

Score Sheet

①

RFQ-GMD-319-46-2011-PUR/CV

Key Iron Works, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
10
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
10
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
10
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
10
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
10
- Total 60

R. Norman  
RONDA NORMAN

12/7/11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

②

Rudy Krause, Construction

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
10
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
10
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
10
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
10
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
8
- Total 58

*R. Norman*  
RONDA NORMAN

12/7/11

Score Sheet

3

RFQ-GMD-319-46-2011-PUR/CV

CES Cross Environmental Services, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
10
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
10
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
10
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
5
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
8
- Total 53

*Robbman*  
*Ronda Norman*

12/7/11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Key Iron Works, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)

9

2. Technical experience, education and training of the Contractor (10 pts)

8

3. Equipment, facilities, and personnel to be used for the project (10 pts)

9

4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)

2

5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)

10

6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)

10

Total 53 rank: 1

*Judith P. Clarke*

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

CES Cross Environmental Services, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)

9

2. Technical experience, education and training of the Contractor (10 pts)

10

3. Equipment, facilities, and personnel to be used for the project (10 pts)

6

4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)

9

5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)

5

6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)

6

Total

45

Rank: 3

*Judith S. Clarke*

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Rudy Krause, Construction

1. Record of performance and general business experience of the Contractor (10 pts)  
6
  2. Technical experience, education and training of the Contractor (10 pts)  
8
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
7
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
8
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
9
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
10
- Total 48 Rank: 2

Judith S Clarke

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Key Iron Works, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
10
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
10
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
9
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
10
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
10
- Total 59

*Joe Paschall* 12-7-11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Rudy Krause, Construction

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
9
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
8
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
10
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
10
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
10
- Total 57

*Joe Paskal*

12-7-11

## Score Sheet

RFQ-GMD-319-46-2011-PUR/CVCES Cross Environmental Services, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)  
10
  2. Technical experience, education and training of the Contractor (10 pts)  
10
  3. Equipment, facilities, and personnel to be used for the project (10 pts)  
9
  4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
5
  5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
5
  6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
10
- Total 49

Joe Paskahit 12-7-11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Key Iron Works, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)

10

2. Technical experience, education and training of the Contractor (10 pts)

9

3. Equipment, facilities, and personnel to be used for the project (10 pts)

10

4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)

10

5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)

10

6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)

9

Sub Total 58

DENT  
PIERCE

*[Signature]*  
12/7/11

~~7. Budget (20) 20~~

~~8. Approval (10) 9~~

~~9. Cost to County (10) 2~~

total 89 *[Signature]*  
12/7/11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

Rudy Krause, Construction

- 1. Record of performance and general business experience of the Contractor (10 pts)  
10
- 2. Technical experience, education and training of the Contractor (10 pts)  
8
- 3. Equipment, facilities, and personnel to be used for the project (10 pts)  
10
- 4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
10
- 5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
10
- 6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
9

sub Total 57

DENT PIERCE

~~7. Budget (20) 20~~

~~8. approach (10) 9~~

~~9. Cost to County (10) 3~~

total 89 Dent Pierce 12/7/11

Dent Pierce  
12/2/11

Score Sheet

RFQ-GMD-319-46-2011-PUR/CV

CES Cross Environmental Services, Inc.

1. Record of performance and general business experience of the Contractor (10 pts)  
10
2. Technical experience, education and training of the Contractor (10 pts)  
10
3. Equipment, facilities, and personnel to be used for the project (10 pts)  
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4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)  
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5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)  
8
6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)  
8

Sub Total 57

7 Budget (20) 20

8 approach (10) 9

9 Cost to County (10) 3

DENT PIERCE

*[Signature]*  
12/7/11

total 89

Dent Pierce  
12/7/11

# **MONROE COUNTY**

**REQUEST FOR QUALIFICATIONS  
to perform  
DEMOLITION, REMOVAL AND DISPOSAL OF  
UNINHABITABLE/UNSAFE STRUCTURES  
AND DEBRIS  
MONROE COUNTY, FLORIDA  
RFQ-GMD-319-46-2011-PUR/CV**



**BOARD OF COUNTY COMMISSIONERS**

**Mayor Heather Carruthers, District 3**

**Mayor Pro Tem David Rice, District 4**

**George Neugent, District 2**

**Kim Wigington, District 1**

**Sylvia J. Murphy, District 5**

**COUNTY ADMINISTRATOR**

**Roman Gastesi**

**CLERK OF THE CIRCUIT COURT**

**Danny L. Kolhage**

**GROWTH MANAGEMENT DIVISION**

**Christine Hurley, Director**

**October 2011**

**PREPARED BY:**

**Ronda Norman, Code Compliance Sr. Director**

**Monroe County Code Compliance Department**

## **NOTICE OF REQUEST FOR QUALIFICATIONS**

**NOTICE IS HEREBY GIVEN TO INTERESTED PERSONS** that on **November 15, 2011 at 3:00 P.M.** at the Monroe County Purchasing Office, the Board of County Commissioners of Monroe County, Florida, will open sealed responses for the following:

### **DEMOLITION, REMOVAL AND DISPOSAL OF UNINHABITABLE/UNSAFE STRUCTURES AND DEBRIS MONROE COUNTY, FLORIDA RFQ-GMD-319-46-2011-PUR/CV**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia by calling 1-800-711-1712 toll-free or by going to the website [www.demandstar.com](http://www.demandstar.com) or [www.monroecountybids.com](http://www.monroecountybids.com) . The Public Record is available at the Purchasing Office located at The Gato Building, 1100 Simonton Street, Room 1-213, Key West, FL 33040. All inquiries or requests should be directed, **in writing**, to Ronda Norman, Senior Director, Monroe County Code Compliance, 2798 Overseas Highway, Marathon, FL 33050 or via facsimile to (305) 289-2858. All answers will be by Addenda.

Interested firms or individuals are requested to indicate their interest by submitting **a total of six (6), two (2) signed originals and four (4) complete copies**, of their Statement of Qualifications in a sealed envelope clearly marked on the outside, with the Respondent's name and "**Statement of Qualifications for Demolition, Removal and Disposal of Uninhabitable/Unsafe Structures and Debris in Monroe County, Florida**" addressed to:

**Monroe County Purchasing Office  
1100 Simonton Street, Room 1-213  
Key West, FL 33040  
Phone: (305) 292-4466  
Fax: (305) 292-4465**

**All Responses must be received by the County Purchasing Office before 3:00 P.M. on November 15, 2011.** Any Responses received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed Responses will be automatically rejected. Hand delivered Responses may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Responders should be aware that certain "express mail" services will not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each Responder to ensure its proposal is received in a timely fashion.

All submissions must remain valid for a period of one hundred and twenty (120) days from the date of the deadline for submission stated above. The Board will automatically reject the Response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under Sec. 287.133(3)(d), Florida Statutes. Monroe County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

Only those firms or individuals submitting statements of qualifications that meet the specified requirements will be considered regardless of past contracts with Monroe County or other agencies.

Interested firms or individuals will be evaluated and selected at a publicly noticed meeting by a committee composed of the Director of Monroe County Code Compliance, the Monroe County Building Official or designee, one (1) representative of Monroe County Solid Waste and one (1) representative of Monroe County Engineering. The selection and recommendation will be presented to the Board of County Commissioners for final approval. If no contract can be negotiated with the first ranked Responder, the Board reserves the right to negotiate with the next selected Responder. No binding contract is created between any person/firm and the County until such time as a contract is approved by the County Commission.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

The Board reserves the right to reject any or all Responses, waive irregularities, re-issue all or part of the Request for Qualifications (RFQ) and not award any contract; separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the County, all at its discretion and without penalty.

Dated at Key West this 6<sup>th</sup> day of October, 2011.

Monroe County Purchasing Department

**Publication dates**

Reporter	(Fr)	10/14/11
Keynoter	(Sa)	10/15/11
Citizen	(Fr)	10/14/11

# **SECTION ONE: INSTRUCTION TO RESPONDENTS**

## **1.01 GENERAL DESCRIPTION OF SERVICES**

The respondent will be called upon to demolish, remove and dispose of uninhabitable/unsafe structures and debris in Monroe County. Some demolition may occur on or over water. Contractors selected who desire to do be considered for work on or over water will need to carry additional insurance coverage. Proof of such coverage will be required at the time the BOCC enters into the contract with the contractor. The work shall be accomplished in a manner consistent with all County, State and Federal codes and regulations and environmental standards.

## **1.02 OBJECTIVE OF THE REQUEST FOR PROPOSALS**

The Growth Management Division of Monroe County, Florida invites licensed firms to submit their qualifications to demolish, remove and dispose of uninhabitable/unsafe structures and debris in Monroe County. The removal of structures may include entering private property, found to be unsafe & uninhabitable by a court of law and ordered to be removed. The successful respondent should be prepared to respond when called upon by a designee of the Growth Management Division with adequate personnel, equipment, licensure and expertise within a designated time to demolish, remove and dispose of uninhabitable/unsafe structures and debris in Monroe County in a safe and professional manner. The scope of work may include disposal of hazardous materials. The County seeks to establish the ability to have contractor(s) available to be called upon in all areas of the County. The County envisions the possibility of having more than one Contractor available to respond quickly in each area of the County. The County may select contractors who are able to do work over or on water and carry the required insurance and may select some contractors who desire to do work on land only. Generally the amount of each project will be under \$10,000. The County has budgeted \$60,000 for this program.

## **1.03 PROJECT LOCATION**

The project area includes the land and at times, waters and canals in and around unincorporated Monroe County. The County is aware that it may not be practicable for a single contractor to provide coverage for the entire area of the Florida Keys. Contractors are encouraged to submit the geographical limitations of their ability to respond. County requires Contractors to provide information regarding the geographical coverage areas in which they are capable of providing regular and continuing coverage and which correspond to the Upper Keys (from the northern County line through Tavernier), Middle Keys (from Craig Key to Sunshine Key) and Lower Keys (from West Summerland Key to Stock Island). County anticipates awarding the contract to one or more contractors in each of the three geographical areas in order to provide timely and professional removal of uninhabitable/unsafe structures and debris, but may award additional contracts if necessary.

## **1.04 SCOPE OF WORK**

The project consists of demolition, removal and disposal of uninhabitable/unsafe structures and debris, including proper reclamation and disposal of associated hazardous waste. The project will be made up of individual jobs consisting of demolition, removal and disposal of uninhabitable/unsafe structures and debris as requested by the COUNTY. The Contractor will manage each job from beginning to end including the permitting, scheduling, labor, monitoring and provision of necessary equipment and progress reporting to the County designee in the Growth Management Office.

When an uninhabitable/unsafe structure is identified the County will contact Contractor(s) in the applicable area and provide the details of the job; details shall include, but not be limited to the location of the job, description of the job, composition of the structure(s), i.e.; constructed of wood, concrete, metal, and if any hazardous materials are known to be on the property. Contractors may need environmental hazard sub-contractors on contract to identify and dispose of any hazardous materials. The Contractor will then contact the COUNTY in writing with a quote for the cost of the job, and the time in which the Contractor can respond and complete the job. The County will promptly choose a Contractor and assign the particular job and with a description of the work to be performed. At no time will any Contractor be authorized to undertake a job without the express authorization of the County.

The contractor will provide all necessary equipment to complete the job including, vehicles, and personal protective equipment for proper handling of hazardous materials and will strictly adhere to all precautionary, and safety requirements.

Contractors are required to have active licenses and insurance required to fulfill the requirements of each particular job and are required to include in the qualification package copies of any and all licenses and insurance. The County reserves the right to disqualify prospective bidders who have violations or who violate local, state or federal laws or regulations related to the construction industry, insurance, and/or handling of hazardous materials. Contractors holding the necessary license shall be responsible for the job site at all times during the work.

#### **1.05 CONTENT OF PROPOSAL**

The proposed package submitted in response to this Request For Qualifications (RFQ) shall be typed on 8 ½" X 11" white paper and bound; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The respondent shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral demonstrations or presentations may not be solicited. Each respondent must submit adequate documentation to certify the respondents compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondents overall evaluation.

The response, at a minimum, shall include the following:

**A. Cover Page**

A cover page that reads, "Proposal for Demolition, Removal and Disposal of Uninhabitable/Unsafe Structures and Debris in Monroe County." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

**B. Tabbed Sections**

**Tab 1. General Information.**

- I. The history of the firm, its corporate structure, and years in business.
- II. Number of years the respondent has operated under its present name.
- III. References.
- IV. A list of the officers and directors of the respondent.
- V. A list of any subcontractors whom the respondent plans to utilize in performing its services such as environmental hazardous material contractor
- VI. A list of vehicles, vessels, trucks and equipment available to be used in removal.

## **Tab 2. Past performance, Qualifications, and Service Description**

- I. Record of performance, prior experience in the area of demolition and removal of uninhabitable/unsafe structures and professional accomplishments including: a description of similar work completed by the firm, any outstanding accomplishments of the firm, and any outstanding accomplishments of the firm that relate directly to this type of work (please provide a reference for each work cited);
- II. Technical, educational and training experience of the assigned staff and any anticipated subcontracted staff. Include the proposed function(s) of subcontractors.
- III. Project Approach and Estimated Schedule. Provide a description including a statement that reflects a clear understanding of project needs based on the description above, a work plan that details the approach, activities necessary, area of unincorporated Monroe County that respondent will cover, estimated time frame and budget outlays to complete the project.
- IV. Additional information: Provide any additional pertinent information that would be helpful in the consideration of your response

## **Tab 3. Litigation**

- I. Has the respondent ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
- II. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the respondent, or its officers or general partners? (If yes, provide details.)
- III. Has the respondent, within the last five (5) years, been a party to any lawsuit, mediation of a dispute or arbitration with regard to a contract for services, goods or construction services? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- IV. Has the respondent ever initiated litigation against the County, or any other governmental entity, or been sued by the County, or any other governmental entity, in connection with a contract to provide services, goods or construction services? (If yes, provide details.)
- V. Whether, within the last (5) years, an officer, general partner, controlling shareholder or major creditor of the respondent was an officer, general partner, controlling shareholder or major creditor of any other entity.
- VI. Whether, within the last (5) years, an officer, general partner, controlling shareholder or major creditor of the respondent was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for proposals.

**Tab 4. County Forms and Licenses.** Respondent shall complete and execute the forms specified below and found at designated pages in this RFP, as well as copies of all professional and occupational licenses:

- I. Submission Response Form
- II. Lobbying and Conflict of Interest Clause
- III. Non-Collusion Affidavit
- IV. Drug Free Workplace Form
- V. Respondent's Insurance and Indemnification Statement
- VI. Insurance Agent's Statement
- VII. Professional and Occupational Licenses
- VIII. A copy of all licenses held by the respondent, including but not limited to Certificates of Competency, Contractor license, occupational license, specialty license or certificate and any other relevant license that the respondent holds and wished the County to consider as part of the qualifications of the respondent
- IX. Any license or certificate related to removal of hazardous waste

## 1.06 COPIES OF PROPOSAL DOCUMENTS FROM COUNTY

- A. Only complete sets of Proposal Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Proposal Documents may be obtained in the manner and at the locations stated in the Notice of Request for Qualifications.

## 1.07 PROPOSAL REQUIREMENTS

See Notice of Request for Qualifications.

Interested firms or individuals are requested to indicate their interest by submitting a total of six (6), two (2) signed originals and four (4) complete copies of their proposal in a sealed package marked on the outside, "Proposal for Demolition, Removal and Disposal of Uninhabitable/Unsafe Structures and Debris", addressed to Monroe County Purchasing Department, 1100 Simonton Street, Room 1-213, Key West, FL 33040, **on or before 3:00 P.M. local time on November 15, 2011**. No proposals will be accepted after 3:00 P.M. Faxed or e-mailed Proposals will be automatically rejected.

## 1.08 DISQUALIFICATION OF RESPONDENT

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with your bid or proposal may result in immediate disqualification of your bid or proposal.
- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

## **1.09 EXAMINATION OF RFQ DOCUMENTS**

- A. Each Respondent shall carefully examine the RFQ and other contract documents, and inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve them of the obligations and responsibilities assumed under the contract.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, they shall at once notify the County.

## **1.10 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established Proposal opening date. Each Respondent shall acknowledge receipt of such addenda in their Proposal. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

## **1.11 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

## **1.12 PREPARATION OF RESPONSES**

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

## **1.13 RESPONSIBILITY FOR RESPONSE**

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

#### **1.14 RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened and announced at the appointed time and place stated in the Notice of Request for Qualifications. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents, or their authorized agents, are invited to be present.

#### **1.15 PROPOSAL EVALUATION AND SELECTION PROCESS**

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses which contain modifications or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions, and the contract documents, may be rejected at the option of the County. Proposals will be evaluated and selected at a publicly-noticed meeting by a Selection Committee composed of the Director of Code Compliance, the Building Official or designee, one representative of Solid Waste and one representative of Monroe County Engineering. The Selection Committee will evaluate the proposals based on the following criteria:

1. Record of performance and general business experience of the Contractor (10 pts)
2. Technical experience, education and training of the Contractor (10 pts)
3. Equipment, facilities, and personnel to be used for the project (10 pts)
4. Familiarity of the Contractor and/or sub-contractors with related similar projects (10 pts)
5. Familiarity with the project area, and location of Contractor and/or sub-contractors within the Keys (10 pts)
6. Ability to start-up immediately upon notice and proceed to completion by proposed date given by County. (10 pts)

#### **1.16 AWARD OF CONTRACT**

- A. The County reserves the right to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the County, written notice will be given to the selected Respondent of the award of contract(s).
- B. If the award of a contract is annulled, the County may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Respondent(s) deemed to provide the services which are in the best interest of the County, considering price, qualifications, time frame, and other factors deemed relevant.
- D. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.
- E. The selection and recommendation will be presented to the Board of County Commissions of Monroe County, Florida, for final awarding or otherwise.

## **1.17 CERTIFICATE OF INSURANCE**

The Contractor will be responsible for all necessary insurance coverage as indicated on the attached forms. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract with Monroe County, listed as additionally insured on all except Workers Compensation. If the property insurance forms are not received within the fifteen (15) days, the contract may be awarded to the next selected Respondent.

The Contractor shall defend, indemnify, and hold harmless the County as outlined on the attached form.

## SECTION TWO: DRAFT CONTRACT

These draft contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

### MONROE COUNTY CONTRACT FOR DEMOLITION, REMOVAL AND DISPOSAL OF UNINHABITABLE/UNSAFE STRUCTURES DEBRIS

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida, 33050, and \_\_\_\_\_ ("CONTRACTOR"), whose address is \_\_\_\_\_.

#### Section 1. SCOPE OF SERVICES

The CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described below:

The project consists of demolition, removal and disposal of uninhabitable/unsafe structures and in some instances, proper reclamation and disposal of associated hazardous waste. The project will be made up of individual jobs consisting of demolition, removal and disposal of uninhabitable/unsafe structures and debris located on the land and in some instances, in the waters of Monroe County as requested by the COUNTY. The CONTRACTOR will be responsible for supervision of each job from beginning to end including the permitting, scheduling, labor, monitoring, providing necessary equipment and reporting progress to the County designee in Growth Management.

When an uninhabitable/unsafe structure is identified the County will contact CONTRACTOR(s) in the applicable area and provide the details of the job; details shall include, but not be limited to the location of the job, description of the job, composition of the structure(s), i.e; constructed of wood, concrete, metal, and if any hazardous materials are known to be on the property. Contractors may need environmental hazard sub-contractors on contract to identify and dispose of any hazardous materials. The CONTRACTOR will then contact the COUNTY in writing with a quote for the cost of the job, and the time in which the CONTRACTOR can respond and complete the job. The COUNTY will promptly choose a CONTRACTOR and assign the particular job. At no time will any CONTRACTOR be authorized to undertake a job without the express authorization of the COUNTY, in the form of a Task Order.

The CONTRACTOR will provide all necessary and adequate equipment to complete the job including vehicles, personnel and protective equipment. The CONTRACTOR will provide all materials needed to accomplish the assigned job, including necessary equipment for proper handling of hazardous materials and will strictly adhere to all precautionary and safety requirements. CONTRACTORS shall be responsible for the job site at all times during the work and securing the job site. All demolition debris or associated debris must be disposed of at a solid waste facility permitted for such debris by the Florida Department of Environmental Protection.

CONTRACTOR(S) are required to have active licenses and insurance required to fulfill the requirements of each particular job and are required to attach copies of any and all licenses, including an occupational license as Exhibit "A" to this Contract.

The CONTRACTOR is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work and the environment. CONTRACTOR agrees to immediately abide by the orders to stand down or stop work if advised to do so by any county, state or federal agency. If required to stand down by any state or federal agency the CONTRACTOR shall notify the COUNTY as soon as possible.

CONTRACTOR shall take photographs of all sides and interior of structure(s), the contents of the structure and property and any personal effects in the structure prior to any work on the site or demolition. The CONTRACTOR shall not be required to take interior photos of the structure if, in the best judgment of the supervisor, it is not safe to do so. Photographs should be properly dated, the name and address of the person taking the photographs, and a complete set of before and after photographs shall be provided to the COUNTY. Photographs are considered to be an integral part of the work.

## **Section 2. COUNTY'S RESPONSIBILITIES**

- 2.1 Provide all available data and location as to the COUNTY'S requirements for Task Order to the CONTRACTOR. Designate in writing a person with authority to act on the COUNTY'S behalf on all matters concerning the Task Order.
- 2.2 Furnish to the CONTRACTOR all existing information pertinent to the work. The CONTRACTOR may rely upon such information and services provided by the COUNTY, with the understanding that the information may be changed at the time the CONTRACTOR arrives on the scene of the work.
- 2.3 Approve a schedule that is mutually agreeable to the COUNTY and CONTRACTOR.

## **Section 3. TERM OF CONTRACT**

This Contract shall commence on \_\_\_(fill in date)\_\_\_\_\_, and ends upon \_\_\_(fill in date)\_\_\_\_\_ (*three years*), unless terminated earlier under the terms of this Agreement. CONTRACTOR shall have the option to renew this Agreement for two additional one year terms under the same terms and conditions as this contract, exercisable by the COUNTY upon written notice given at least Thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of three (3) years.

The services to be rendered by the CONTRACTOR for each individual Task Order shall be commenced upon written notice from the COUNTY and the work shall be completed in accordance with the schedule mutually agreed to by the COUNTY and CONTRACTOR, unless it shall be modified in a signed document, by the mutual consent of the COUNTY and CONTRACTOR. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by COUNTY and CONTRACTOR. At no time shall the CONTRACTOR commence work without written authority from the COUNTY.

## **Section 4. COMPENSATION**

The compensation available to the CONTRACTOR under this agreement is to be determined by the COUNTY on the basis of quotations received from approved CONTRACTORS, and the necessities of each individual job.

The County will contact the approved contractors with a description of the proposed task and time for completion. The CONTRACTOR will then contact the COUNTY in writing with a quote for the cost of the job, a description of the job, and the time in which the CONTRACTOR can respond and complete the job. The COUNTY will promptly choose a CONTRACTOR and assign the particular job. At no time will any CONTRACTOR be authorized to undertake a job without the prior written authorization of the COUNTY and no compensation shall be paid without prior written authorization of the COUNTY.

The CONTRACTOR is responsible for evaluating the request for demolition, removal and disposal and responding in writing with a quotation for the job, a description of the job, the time the CONTRACTOR can begin the job and the time necessary to complete the job. It will be the CONTRACTOR'S responsibility to pay any disposal fees at the transfer station. CONTRACTOR shall include, in any quotation, the cost of disposal at an approved dump site. CONTRACTOR shall be required to provide a receipt along with any invoice for the work. There shall be no markup for the disposal fee.

COUNTY will notify the CONTRACTOR in writing when the CONTRACTOR is selected for the job. Upon selection the CONTRACTOR and the designee of the COUNTY shall confer and coordinate the job.

CONTRACTOR shall remain responsible for supervision of all employees and shall ensure compliance with all applicable safety procedures. Any drinking of alcoholic beverages or using controlled substances before or during the job is strictly prohibited. Violation of safety procedures, federal, state, and local laws, ordinances, rules, and regulations, or drinking of alcoholic beverages or using controlled substances before or during the job will constitute cause for immediate termination of the contract.

The billing rates of the CONTRACTOR for a particular job shall be determined and agreed to by the CONTRACTOR and the COUNTY in a written Task Order prior to the authorization to commence the work.

CONTRACTOR agrees that he will not be entitled to damages for delay of the completion of the job, however, the COUNTY may grant additional time to conclude a project.

#### **Section 5. PAYMENT TO CONTRACTOR**

- 5.1 Payment will be made according to the Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed, the payment amount requested, and supporting documentation, including copies of receipts from the transfer station.
- 5.2 Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners.

#### **Section 6. CONTRACT TERMINATION**

Either party may terminate this contract because of the failure of the other party to perform its obligations under the Contract. COUNTY may terminate this contract for any reason upon fifteen (15) days notice to the CONTRACTOR.

#### **Section 7. AUTHORIZATION OF WORK ASSIGNMENTS, SUBCONTRACTORS**

- 7.1 All assignments of work shall be authorized in a signed Task Order in accordance with the COUNTY'S policy prior to any work being conducted by the CONTRACTOR.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated, numbered and clearly relate to the specific job assignment so that they can easily be related to the specific assignment.

7.3 The CONTRACTOR shall not assign, or transfer any rights under or interest in (including, but not without limitations, moneys that may become due or moneys that are due) this agreement without the written consent of the County, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. CONTRACTOR may subcontract a particular Task Order or portion of a Task Order only with the specific written consent of Growth Management. If subcontractors are approved it is the responsibility of CONTRACTOR to inform the subcontractors that they must carry the same amount of insurance as the CONTRACTOR. The CONTRACTOR shall provide the COUNTY with proof of coverage before allowing a Subcontractor to do any work on the job.

**Section 8. NOTICES**

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the COUNTY: Monroe County Board of County Commissioners  
c/o Monroe County Growth Management Division  
2798 Overseas Highway, Suite 410  
Marathon, Florida 33050  
Attention: Division Director

To the CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

However, when the COUNTY requests a quotation(s) from CONTRACTOR and response(s) may be done by email. Selection of CONTRACTOR by COUNTY and the terms of the individual job may be done by email but must be immediately formalized in writing as a Task Order signed by the CONTRACTOR prior to the commencement of the work.

Any Notice of Termination may be done by email but shall be immediately formalized in writing by the party seeking Termination and sent to the other party by certified mail.

**Section 9. RECORDS**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that moneys paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the moneys together with interest calculated pursuant to Sec. 55.03, FS, running from the date the moneys were paid to CONTRACTOR.

## **Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990**

The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, In its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

## **Section 11. CONVICTED VENDOR**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

## **Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

## **Section 13. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **Section 14. ATTORNEY'S FEES AND COSTS**

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and court costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

## **Section 15. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

## **Section 16. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

## **Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. The parties agree that this Agreement is not subject to arbitration.

## **Section 18. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

## **Section 19. NONDISCRIMINATION**

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

## **Section 20. COVENANT OF NO INTEREST**

COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

## **Section 21. CODE OF ETHICS**

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

## **Section 22. NO SOLICITATION/PAYMENT**

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **Section 23. PUBLIC ACCESS**

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

## **Section 24. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

## **Section 25. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

## **Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

## **Section 27. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

## **Section 28. ATTESTATIONS**

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement attached to this Contract as COMPOSITE EXHIBIT B.

## **Section 29. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

## **Section 30. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

## **Section 31. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

## **Section 32. INSURANCE POLICIES**

Coverage shall be maintained throughout the entire term of the contract, failure to maintain coverage shall be considered a valid reason for County to terminate this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONTRACTOR has been approved by the Florida's Department of Labor as an authorized self-insurer, the COUNTY shall recognize and honor the CONTRACTOR'S status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONTRACTOR'S Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the County.

### 32.1 General Insurance Requirements for Other CONTRACTORS and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The CONTRACTOR shall require all subcontractors to obtain insurance consistent with the attached schedules.

The CONTRACTOR will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below, and where applicable CONTRACTOR shall provide proof of insurance for all approved subcontractors. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONTRACTOR'S failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the CONTRACTOR to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONTRACTOR'S failure to maintain the required insurance.

The CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the CONTRACTOR'S insurance shall not be construed as relieving the CONTRACTOR from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

### 32.2 GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN COUNTY AND CONTRACTOR

Prior to the commencement of work governed by this contract, the CONTRACTOR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$200,000 per Person  
\$300,000 per Occurrence  
\$200,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

### 32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS

Recognizing that the work governed by this contract requires the use of vehicles, the CONTRACTOR, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$200,000 per Person  
\$300,000 per Occurrence  
\$200,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

## 32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to commencement of work governed by this contract, the CONTRACTOR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONTRACTOR has been approved by the Florida's Department of Labor as an authorized self-insurer, the COUNTY shall recognize and honor the CONTRACTOR'S status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONTRACTOR'S Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the County.

## 32.5 ADDITIONAL INSURANCE

- A) Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence  
\$2,000,000 Aggregate

If the structure to be demolished or removed is located on or over water or the project will require the use of watercraft, at the time of execution of this contract, the CONTRACTOR shall obtain insurance to comply with the Jones Act and/or Longshoreman and Harbor Workers' Compensation Act with limits sufficient to respond to the applicable state and/or Federal statutes. In addition watercraft liability insurance will be required.

- B) Jones Act/Longshoreman Insurance coverage with minimum limits not less than those specified for Employer's Liability. This coverage is for contractors doing work located on or over water:

- C) Watercraft Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) (WL1).

## **Section 33. INDEMNIFICATION**

### INDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the CONTRACTOR covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of CONTRACTOR or any of its employees, agents, contractors in any tier or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of CONTRACTOR or any of its employees, agents, respondents in any tier or other invitees, or (C) CONTRACTOR's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or negligent acts in part or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than CONTRACTOR). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event the completion of the project (including the work of others) is delayed or suspended as a result of the CONTRACTORs failure to purchase or maintain the required insurance, the Respondent shall indemnify the County from any and all increased expenses resulting from such delay.

In the event the work under this Agreement is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this contract.

## **34. INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, subcontractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent CONTRACTOR the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONTRACTOR shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

SEAL  
ATTEST:

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

CONTRACTOR

WITNESS

WITNESS

NOTARY BLOCK

**EXHIBIT "A" to CONTRACT**  
**Copies of Licenses**  
**(attach copies of all licenses)**

**COMPOSITE EXHIBIT B TO CONTRACT  
REQUIRED FORMS**

(attach copies of Public Entity Crime Statement, Ethics Statement, a Drug-Free Workplace Statement, and Insurance Documentation)

**SECTION THREE: RESPONSE FORMS**

**RESPONSE FORM**

**RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o PURCHASING DEPARTMENT  
GATO BUILDING, ROOM 1-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No.(s) \_\_\_\_\_

I have included:

- Lobbying and Conflict of Interest Clause \_\_\_\_\_
- Non-Collusion Affidavit \_\_\_\_\_
- Drug Free Workplace Form \_\_\_\_\_
- Public Entity Crime Statement \_\_\_\_\_
- Insurance Requirements and Indemnification Certificate \_\_\_\_\_

In addition, I have included a current copy of the following professional and occupational licenses:

**PLEASE INDICATE ONE OF THE FOLLOWING:**

I have the ability to do work on or over the water and carry/will carry insurance coverage in the amounts required by this contract for the duration of the contract \_\_\_yes \_\_\_no

I do not want to do work on or over the water but want to be considered for other work\_\_\_\_\_

**(Check mark FORMS above, as reminder that they are included)**

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Name)

(Seal)

\_\_\_\_\_  
(Title)

## Respondent's Insurance and Indemnification Statement

### Insurance Requirement

### Required Limits

#### **Worker's Compensation Employer's Liability**

Statutory Limits  
\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee

**If the Responder is doing work that involves Maritime Operations, the Contractor's Workers' Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A. subsection 688) with insurance coverage with limits no less than Employer's Liability.**

The Contractor shall be permitted to provide Jones Act Coverage through a separate Protection and Indemnity Policy, in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation policy.

#### **General Liability**

\$300,000 Combined Single Limit  
If split limits are provided, the minimum limits acceptable shall be:  
\$200,000 per person  
\$300,000 per occurrence  
\$200,000 property damage

#### **Vehicle Liability**

\$300,000 Combined Single Limit  
If split limits are provided, the minimum limits acceptable shall be:  
\$200,000 per person  
\$300,000 per occurrence  
\$200,000 property damage

#### **Pollution Liability**

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of potentially polluting material, the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a discharge of wastes which are governed by this contract. The policy must specifically identify this contract and specify that coverage will extend to all losses, claiming pollution or environmental impairment, arising out of the services governed by this contract.

The minimum limits of liability shall be: \$1,000,000 per occurrence/\$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of one (1) year will be required.

The Monroe County Board of County Commissioners shall be named as an Additional Insured.

#### **Watercraft Liability**

**If the Respondent is doing work on or over water, and the project will require the use of watercraft, the Contractor shall obtain Water Craft Liability Insurance with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:**

- Injury (including death) to any Person
- Damage to Fixed or Movable Objects
- Costs Associated with the Removal of Wrecked Vessels
- Contractual Liability with Respect to this Contract

If the policy obtained states that coverage applies for the "Acts or Omissions of a Vessel", it shall be endorsed to provide coverage for the legal liability of the ship owner.

The minimum limits acceptable shall be:

\$ 500,000 Combined Single Limit (CSL)

Coverage provided by a Protection and Indemnity Club (P&I) shall be subject to the approval of the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**INDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Respondent covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Respondent or any of its employees, agents, contractors in any tier or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Respondent or any of its employees, agents, respondents in any tier or other invitees, or (C) Respondent's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or negligent acts in part or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than RESPONDENT). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event the completion of the project (including the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the County from any and all increased expenses resulting from such delay.

In the event the work under this Agreement is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**RESPONDENT'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LOBBYING AND CONFLICT OF INTEREST CLAUSE**

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

**ETHICS CLAUSE**

“ \_\_\_\_\_ ”  
(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”

\_\_\_\_\_  
(Signature)

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_

(date) by \_\_\_\_\_ (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ (type of  
identification) as identification.

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

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the project described in the Request for Proposals for \_\_\_\_\_ and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature)

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_

(date) by \_\_\_\_\_ (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ (type of identification) as identification.

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

My Commission Expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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

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

\_\_\_\_\_  
(Signature)

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_

(date) by \_\_\_\_\_ (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ (type of identification) as identification.

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

My Commission Expires: \_\_\_\_\_

**PUBLIC ENTITY CRIME STATEMENT**

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

I have read the above and state that neither \_\_\_\_\_ (Respondent’s name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

\_\_\_\_\_  
(Signature)

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_

(date) by \_\_\_\_\_ (name of affiant). He/She is personally

known to me or has produced \_\_\_\_\_ (type of

identification) as identification.

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

My Commission Expires: \_\_\_\_\_

**RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION  
MANUAL**

**Section General Insurance Requirements  
for  
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance Or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

#### INDEMNIFICATION REQUIREMENTS:

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the CONTRACTOR covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of CONTRACTOR or any of its employees, agents, contractors in any tier or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of CONTRACTOR or any of its employees, agents, contractors in any tier or other invitees, or (C) CONTRACTOR'S default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or negligent acts in part or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than CONTRACTOR). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event the work under this Agreement is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

**WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT : \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

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Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily

Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**GENERAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN**

**MONROE COUNTY, FLORIDA**

**AND**

---

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$200,000 per Person

\$300,000 per Occurrence

\$200,000 Property Damage (GL1)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN**

**MONROE COUNTY, FLORIDA**

**AND**

---

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 200,000 per Person  
\$ 300,000 per Occurrence  
\$ 200,000 Property Damage (VL1)

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**POLLUTION LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN**

**MONROE COUNTY, FLORIDA**

**AND**

---

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

**JONES ACT/LONGSHOREMAN COVERAGE  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN**

**MONROE COUNTY, FLORIDA**

**AND**

---

Recognizing that the work governed by this contract may involve working over or in the water, or Maritime Operations, the Contractor's Workers' Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A subsection 688) with limits not less than those specified for Employer's Liability.

The Contractor shall be permitted to provide Jones Act Coverage through a separate protection and Indemnity Policy, in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation policy.

## **WATERCRAFT LIABILITY INSURANCE REQUIREMENTS**

Recognizing that some of the work may take place using watercraft, the contractor shall obtain Water Craft Liability Insurance with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 Edition) . Coverage shall be maintained throughout the life of the contract and shall include, as a minimum:

- Injury (including death) to any Person
- Damage to fixed or Movable objects
- Costs Associated with the removal of Wrecked Vessels
- Contractual Liability with Respect to the Contract

If the policy obtained states that coverage applies for the "Acts or Missions of a Vessel" , it shall be endorsed to provide coverage for the legal liability of the shipowner.

The minimum limits acceptable shall be \$500,000 combined Single Limit Coverage provided by a protection and Indemnity club (P & I ) shall be subject to the approval of the county.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**MONROE COUNTY, FLORIDA  
RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION MANUAL**

**WAIVER OF INSURANCE REQUIREMENTS**

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** – If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

And

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirement** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny this Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

**MONROE COUNTY, FLORIDA**

**Request For Waiver  
of  
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: \_\_\_\_\_  
\_\_\_\_\_

Contract for: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Scope of Work: \_\_\_\_\_

Reason for Waiver: \_\_\_\_\_  
\_\_\_\_\_

Policies Waiver will apply to: \_\_\_\_\_  
\_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Risk Management: \_\_\_\_\_

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

County Administrator appeal: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

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

Board of County Commissioners appeal: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

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

**BIDDER**

**SIGNATURE**

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 15, 2011

Division: Growth Management

Bulk Item: Yes  No

Department: Code Compliance  
Staff Contact Person/Phone #: Ronda Norman  
289-2520

---

**AGENDA ITEM WORDING:** Approve a Process and Procedure for the removal of unsafe, unoccupied, non-homestead structures to protect the health safety and welfare of Monroe County residents.

---

**ITEM BACKGROUND:** The overarching goal of Code Compliance is to protect the health safety and welfare of property owners within Monroe County by obtaining compliance with building and other codes established by the Commission. At times, the normal administrative hearing process for Code Compliance does not provide results which meet the ultimate goal.

Because the Code Compliance administrative hearing process doesn't always produce compliance, due to its inherent limitations, which doesn't achieve ultimate removal of unsafe structures, staff is requesting this policy be approved so the County can protect residents and citizens from unsafe conditions. This process would allow County attorneys to seek Board approval to proceed to a court to obtain a determination that existing unsafe, unoccupied, non-homestead properties should be demolished. The Board budgeted \$60,000 to accomplish demolition of these types of structures when property owners will not demolish on their own. The cost of demolition would be liened against the property.

Attached is the final recommended Process and Procedure for the removal of unsafe, unoccupied, non-homestead structures.

---

**PREVIOUS RELEVANT BOCC ACTION:**

April 21, 2010 – BOCC authorized staff to formulate a process and procedure for the removal of unsafe, unoccupied and non-homesteaded structures.

---

**CONTRACT/AGREEMENT CHANGES:** N/A

---

**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** Approx. \$60,000 annually **INDIRECT COST:**  **BUDGETED:** Yes  No

**DIFFERENTIAL OF LOCAL PREFERENCE:** \$6,000 per unit (estimated) – with lien filing on real property to assure future recapture of funds expended.

**COST TO COUNTY:** \_\_\_\_\_ **SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes  No  **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Attorney  OMB/Purchasing \_\_\_\_\_ Risk Management \_\_\_\_\_

**DOCUMENTATION:** Included  Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_ **AGENDA ITEM #** \_\_\_\_\_

MONROE COUNTY CODE COMPLIANCE  
UNSAFE, UNOCCUPIED, AND NON-HOMESTEAD UNINHABITABLE  
STRUCTURE REMOVAL PROCEDURE  
DRAFT AS OF 4/30/11

**Administrative Assistant**

1. Monroe County Code Compliance receives or initiates a complaint of an unsafe structure
2. Code Compliance Administrative Assistant takes complaint and completes the "New Case" check list
3. Complaint is routed to the Code Compliance Director for review

**Code Compliance Director**

4. Director reviews complaint and assigns the case to appropriate inspector Code Compliance Inspector

**Code Compliance Inspector**

5. Code Compliance Inspector inspects property and documents conditions. Reports back to Code Compliance Director with Uninhabitable Structure Inspection Request/Referral

**Code Compliance Director**

6. Uninhabitable Structure Inspection Request and Referral given to the Building Official.

**Building Official**

1. Building Official makes an initial determination whether demolition will be required or if rehabilitation and/or repair of the structure would be a more reasonable approach to remedying the violation. If determination is made that the property may need to be demolished, the Building Official will make a site inspection with the Inspector
2. Building Official inspects property and completes Unsafe Structure Report for demolition if determined to be uninhabitable.
3. Building Official will make reference to the specific violations of the Florida Building Code, Monroe County Code, and/or any other relevant Code adopted by the County.
4. Building Official Posts NOTICE OF UNINHABITABLE STRUCTURE AT PROPERTY (includes language for appeal process, fines liens and Monroe County intent to Abate etc)
5. Building Official provides copy Uninhabitable Report to Code Compliance Director and County Attorney

## Code Compliance and County Attorney

1. If violation presents an imminent threat to the health, safety, or welfare of the community, Assistant County Attorney and Code Compliance Director will confer with Chief Assistant County Attorney on whether to seek an injunction from the Circuit Court.
  - a. If threat to health, safety, or welfare is so severe that time will not permit the County Attorney's Office to seek authority from the BOCC before seeking injunction, County Attorney will file petition for temporary injunction and inform the Commission and the Administrator by email.
  - b. If the property poses a threat to health, safety, or welfare of the community but is not of such a severe nature that immediate action is required, the County Attorney will seek permission from BOCC at next regular BOCC meeting to file the suit for injunctive relief.
  - c. The suit will seek an order requiring demolition of offending structure within 20 days after the order granting the injunction becomes final. The County will request authority from the Court to demolish the offending structure if the deadline imposed by the Court is not met. The County will also seek to recover all demolition costs as well as costs of suit from the property owner.
  
2. If the structure does not pose an imminent threat to the health, safety, and welfare of the community, the Code Compliance Department shall issue a notice of violation and proceed through the established process before the Code Compliance Special Magistrate.
  - a. If the property is found in violation at the hearing, the Code Compliance Director, after consulting with the Assistant County Attorney, will request that the Special Magistrate enter an order authorizing the demolition of the offending structure(s) by the County at the expense of the property owner and set a compliance date.
  - b. The Code Compliance Liaison shall file the demolition order with the Clerk of Court and send it to the property owner(s).
  - c. All requests for extensions of time to comply must be done through the Special Magistrate at the hearing

**Demolition Process**

1. Once an order of demolition has been granted by the Court or the Special Magistrate and that order has become final, the Code Compliance Director will place an item on the agenda for the next BOCC meeting requesting the authorization of expenditure of funds to demolish the offending structure.
2. Once the BOCC approves the expenditure of funds for the demolition of a property, the Code Compliance Department will issue a ~~RF??~~ RFQ or RFP for demolition contractors.
3. The ~~RF??~~ RFQ or RFP will include as a minimum the demolition of the offending structure and the hauling away of all associated debris. The Board may, at its sole discretion, may waive any dumping fees at the County's transfer station.
4. The bid process shall be conducted pursuant to the County policy.
5. The successful bidder must obtain all necessary permits and completes demolition
6. The Building Official shall conduct a final inspection of demolition.
7. The contractor shall be paid after passing the final inspection.

**Liaison**

1. The Liaison shall notify the property owner in writing of costs due for demolition & prosecution
2. The Liaison shall file liens (if not paid in 30 days) in County Clerk's office. The liaison shall notify the Code Compliance Director if the fines and costs have not been paid within 90 days of the lien being recorded.
3. The Code Compliance Director shall initiate the process for foreclosing on a property when notified by the liaison that the fines and costs have not been paid.