

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR SERVICES FOR BLUE HERON PARK PICKLEBALL COURTS ADDITIONAL LIGHTING

NON-MANDATORY/Pre-bid Job Walk will take place on Wednesday, July 6, 2022, at the Blue Heron Park pickleball courts in Big Pine Key, Florida, at 9:00 A.M.



BOARD OF COUNTY COMMISSIONERS

Mayor David Rice, District 4
Mayor Pro Tem Craig Cates, District 1
Michelle Coldiron, District 2
James K. Scholl, District 3
Holly Merrill Raschein, District 5

COUNTY ADMINISTRATOR
Roman Gastesi

Clerk of the Circuit Court
Kevin Madok

Parks and Beaches Director
John Allen

June 24, 2022
PREPARED BY:
Monroe County Parks and Beaches Department



Monroe County Parks and Beaches

Date: June 24, 2022

Scope of Work Install two (2) new sports lighting poles and lighting fixtures centered between existing lighting.

Job Name: Blue Heron Park Pickleball Courts - Additional Lighting

Job Location: Blue Heron Park, 30451 Lyttons Way, Big Pine Key, FL 33043

Contact: Parks and Beaches Department
Tom Henry
henry-thomas@monroecounty-fl.gov
(305) 509-0239

PROJECT OVERVIEW, PROJECT INTENT AND SCOPE, GENERAL REQUIREMENTS

1. Project Overview

Monroe County shall enter into a contract with a qualified Contractor to install additional lighting poles and lighting fixtures as outlined below at the Blue Heron Park pickleball courts.

- a. Install two (2) new pickleball sports lights and concrete poles at ends of center court to match existing. Light specification is Utopia Lighting STL-2G.
 1. **Contractor to obtain all design, engineering, and permitting required to complete the project.**
 2. **Project must achieve final completion with permits closed and final invoice submitted to County by close of business September 30, 2022.**
 3. **Lighting must function in unison with existing pickleball sports lighting.**
 4. **A final directional adjustment to all pickleball lighting in Blue Heron Park after dark is required for project acceptance.**
- b. A job walk is scheduled for **Wednesday, July 6, 2022, at the Blue Heron Park pickleball courts in Big Pine Key, Florida, at 9:00 A.M.**



- c. All Quotes are due by **Friday, July 15, 2022, at 3:00 P.M.** via email to henry-thomas@monroecounty-fl.gov. All Quotes must state they will be honored for Ninety (90) calendar days from submittal due date.

2. Project Intent and Scope

The Contractor shall provide all permits, labor, and materials to complete the Scope of Work as set forth in this Request for Services:

- a. The intent of the Specifications is to describe the lighting fixtures required for the performance of the work. In general, it is intended that the Specifications shall delineate the detailed extent of the work. Drawings and Contract documents are complimentary, and what is required by one shall be as binding as if required by all.
- b. Contractor shall supply all of the needed materials and hardware to complete the project as noted in the Project Overview above and properly dispose of debris.

3. Summary of General Requirements

- a. Contractor is required to provide protection for all existing surfaces. To include, but not limited to:
- i. Existing Court and Court Surfaces
 - ii. Existing fixtures, lighting, and electrical components
 - iii. Personal Items
 - iv. Vehicles and Personal Property
 - v. Landscaping and final grading
 - vi. Return site to original condition
- b. The Contractor shall ensure that all non-exempt employees for this effort are compensated in accordance with all State and Local Laws.
- c. Provide a dumpster, containment bin, or similar device for the collection and containment of construction generated debris.
- d. Load, haul, and properly dispose of all construction debris and materials.
- e. Provide and maintain appropriate (OSHA required) construction warning signs and barriers.
- f. Furnish all required work site safety equipment.



- g. Furnish and maintain on-site material safety data sheets (“MSDS”) for all materials used in the construction.
- h. Construction work times shall be limited to: 8:00 A.M. to 5:00 P.M. Monday-Friday.
- i. All materials shall be approved by submittal prior to commencement of work.
- j. Contractor shall provide a lump sum price by **Friday, July 15, 2022, at 3:00 P.M.** via email as noted herein.
- k. Contractor needs to be aware of weather and location and plan accordingly.
- l. Contractor needs to be aware of the facility, its residents, and staff with unusual schedules and plan accordingly.
- m. Contractor shall provide a safety lift plan for all crane/hoist work.
- n. Contractor to provide schedule for all phases of the project.
- o. Contractor to provide paper or electronic copies of all original device specifications, warranties, maintenance schedules, shop drawings, permits, repair and maintenance contacts, and any other information necessary for the proper function and maintenance of the equipment.
- p. Contractor to coordinate all activities with concurrent site work being performed.
- q. By signing this agreement, the Undersigned has read and accepts the terms and conditions set forth by the Monroe County General Requirements for Construction, found at the following link on the Monroe County web page:

<http://fl-monroecounty.civicplus.com/Bids.aspx?CatID=18>

- r. Insurance Requirements:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 Bodily Injury by Accident \$500,000 Bodily Injury by Disease, policy limits \$100,000 Bodily Injury by Disease, each employee



General Liability	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Vehicle (Owned, non-owned and hired vehicles)	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Builders Risk	Not required
Construction Bond	Not required

The Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, shall be named as Certificate Holder and as Additional Insured on General Liability and Vehicle policies. A "Sample" Certificate of Insurance is attached, which may not be reflective of the insurance amounts required for this project, but is provided for "informational purposes" only.

- s. The Contractor shall be required to secure and pay for all permits required to perform the work which may include: Monroe County Building Department and any other permitting or regulatory agencies, if applicable. Contractor shall include those permit fees as a part of the Contractor's bid.
- t. The Contractor is required to have all current licenses necessary to perform the work and shall submit the Contractor's License and Monroe County Business Tax Receipt along with its Proposal. If the Contractor is not a current registered Monroe County Vendor, then the Contractor shall also submit a properly completed and executed W-9 Form.
- u. **INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor 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 or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors 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 omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included herein. 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 that the completion of the project (to include the work of others) 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. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the (County) Agency's sovereign immunity.

- v. **NON-COLLUSION.** By signing this proposal, the undersigned swears, according to law on his/her oath, and under penalty of perjury, that their firm executes this proposal with prices 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. Unless otherwise required by law, the



prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit, or not to submit a proposal for the purpose of restricting competition. The statements contained in this paragraph are true and correct, and made with the full knowledge that Monroe County relies upon the truth of the statements contained in this paragraph in awarding contracts for this project.

- w. **EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES.** By signing this proposal, the undersigned warrants that he/she/it has not employed, retained or otherwise had act on his/her/its 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.
- x. **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.
- y. **DRUG-FREE WORKPLACE.** By signing this proposal, the undersigned certifies that the Contractor complies fully with, and in accordance with Florida Statutes, Section 287.087, the requirements as follows:
- i. They will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
 - ii. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.



- iii. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (i).
- iv. In the statement specified in subsection (i), 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.
- v. 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, for any employee who is so convicted.
- vi. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

ADDITIONAL CONTRACT PROVISIONS

I. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY.

CONTRACTOR and COUNTY 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. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) 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; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) 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; 7) 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; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101



Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

II. **TERMINATION.**

- a. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five (5) days' written notification to the CONTRACTOR.
- b. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days' written notice of its intention to do so.
- c. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Art. IX, Section 2-721 et al. of the Monroe County Code.
- d. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon seven (7) days' notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract.



The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Art. IX, Section 2-721 et al. of the Monroe County Code.

e. **Scrutinized Companies:**

For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

III. **MAINTENANCE OF 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. Records shall be retained for a period of seven (7) years from the termination of this agreement or for a period of three (3) years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records and audit purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

IV. **PUBLIC ACCESS.**

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" 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 contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a



prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
- (5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.



The Contractor shall not transfer custody, release, alter, destroy, or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

V. **RIGHT TO AUDIT.**

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner or by the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this Agreement, and all other agreements, sources of information and matters that may in Owner's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner or the County Clerk. Owner or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall



repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid to Contractor. The *Right to Audit* provisions survive the termination or expiration of this Agreement.

VI. PAYMENT OF FEES/INVOICES

Payment will be made by the Owner, upon receipt of a proper invoice from the Contractor, in accordance with the Florida Local Government Prompt Payment Act, Section 218.735, Florida Statutes and Monroe County Code. The Contractor is to submit to the Owner invoices with supporting documentation that are acceptable to the Monroe County Office of Clerk and Comptroller (Clerk). Acceptability to the Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursement of funds by the Clerk. The Owner is exempt from sales and use taxes. A copy of the tax exemption certificate will be provided by the Owner upon request. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contract has been fully performed by the Contractor and the work has been accepted by the Owner. Invoices shall be submitted to Parks and Beaches Department, Attention: Thomas Henry, via email to henry-thomas@monroecounty-fl.gov.

VII. E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.

VIII. NOTICE REQUIREMENT

Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, postage prepaid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or



upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

For Contractor:

For Owner:

Director of Parks and Beaches
102050 Overseas Hwy.
Key Largo, Florida 33037

Assistant County Administrator, PW & E
102050 Overseas Hwy.
Key Largo, Florida 33037

Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, Florida 33040

IX. UNCONTROLLABLE CIRCUMSTANCE.

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, a "Uncontrollable Circumstance"). Contractor's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek additional time at no cost to the County as the Owner's Representative may determine. The



Contractor may only seek a no cost Change Order for such reasonable time as the Owner's Representative may determine.

X. 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 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. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Article I, Nondiscrimination, or Article II concerning termination or cancellation.



PROPOSAL FORM

PROPOSAL TO: Monroe County Parks and Beaches
102050 Overseas Hwy., Stop #26
Key Largo, FL 33037

PROPOSAL FROM: _____

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

BLUE HERON PARK PICKLEBALL COURTS ADDITIONAL LIGHTING

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself/herself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he/she has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he/she understands the conditions under which the Work is to be performed. The proposer shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

The undersigned agrees to commence performance of this Project within ten (10) calendar days after the date of issuance to the undersigned by Owner of the Purchase Order. Once commenced, undersigned shall diligently continue performance until completion of the Project. The undersigned shall accomplish Substantial Completion of the Project within **Sixty (60)** calendar days. The undersigned shall accomplish Final Completion of the Project within **Fourteen (14)** calendar days thereafter.

The Base Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

_____ Dollars
(Total Base Proposal- words)

\$ _____ Dollars
(Total Base Proposal – numbers)

I acknowledge receipt of Addenda No.(s):

No.____Dated_____

No.____Dated_____



In addition, Proposer states that he/she has included a certified copy of Contractor's License, Monroe County Business Tax Receipt, and Certificate of Insurance showing the minimum insurance requirements for this project.

Execution by the Contractor must be by a person with authority to bind the entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Contractor: _____

Mailing Address: _____

Phone Number: _____

E.I.N.: _____

Email: _____

Date: _____ Signed: _____

(Name)

(Title)

Contractor's Witness signature:

Witness name: _____

Date: _____

The County accepts the above proposal:

MONROE COUNTY, FLORIDA

By: County Administrator or designee Date: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 6/24/22



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____
Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number _____ Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the COUNTY may be terminated, at the option of the COUNTY, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print _____ Name: _____

Title: _____

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists



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 proposer making the Proposal for the project described in the notice
for calling for proposals for:
_____ and
that I executed the said proposal with full authority to do so;
2. The prices in this proposal 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 proposer or with any competitor; and
3. Unless otherwise required by law, the prices which have been quoted in this
proposal have not been knowingly disclosed by the proposer and will not
knowingly be disclosed by the proposer prior to proposal opening, directly
or indirectly, to any other proposer or to any competitor; and
4. No attempt has been made or will be made by the proposer to induce any
other person, partnership or corporation to submit, or not to submit, a
proposal for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made
with full knowledge of said project.

(Signature of Proposer)

(Date)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical

presence or online notarization, on _____ (date)

by _____ (name of affiant). He/She is

personally known to me or has produced _____

(type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: _____



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/its 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 contract without liability and may also, in its discretion, deduct from the contract 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, by means of physical presence or online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: _____



DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publishes 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. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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. Imposes 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. Makes 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.

Proposer's Signature

Date

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

(SEAL)

NOTARY PUBLIC

My commission expires: _____



PUBLIC ENTITY CRIME STATEMENT

“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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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

_____ (Proposer's name) nor any
Affiliate has been placed on the convicted vendor list within the last thirty-six (36)
months.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical
presence or online notarization, on _____ (date)
by _____ (name of affiant). He/She is
personally known to me or has produced _____
(type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: _____



INSURANCE REQUIREMENTS AND FORMS

MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES

General Insurance Requirements For Other Contractors, Subcontractors and Professional Services

As a pre-requisite of the work and services 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. Alternatively, 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 will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.

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, 1100 Simonton Street, Key West, Florida 33040, will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these 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 Department.



PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT
INSURANCE REQUIREMENTS

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 Bodily Injury by Accident \$500,000 Bodily Injury by Disease, policy limits \$100,000 Bodily Injury by Disease each employee
General Liability	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Vehicle (Owned, non-owned, and hired vehicles)	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Builders Risk	Not Required
Construction Bond	Not Required

The Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, shall be named as Certificate Holder and Additional Insured on General Liability and Vehicle policies.

INDEMNIFICATION, HOLD HARMLESS and DEFENSE. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor 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 or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful



misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors 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 omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included herein. 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 that the completion of the project (to include the work of others) 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. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all of the requirements herein. I fully accept the indemnification and hold harmless and duty to defend as set out in this proposal.

PROPOSER

Signature



INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

Liability policies are ___ Occurrence

___ Claims Made

Insurance Agency

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSURE LLC 1931 Manatee Ave W Bradenton, FL 34205	CONTACT NAME Mandy Elmore
	PHONE (A/C No. Ext) (941) 739-5121 FAX (A/C No.) (941) 739-5608 E-MAIL ADDRESS mandy@assureflorida.com
INSURED This should be your name as it appears on the contact.	INSURER(S) AFFORDING COVERAGE AmGUARD Insurance Co NAIC# 42390
	INSURER B Normandy Insurance Co 13012
	INSURER C
	INSURER D
	INSURER E
	INSURER F


COVERAGES CERTIFICATE NUMBER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BABP050054	09/11/19	09/11/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAAU057988	09/11/19	09/11/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			BAUM005209	09/11/19	09/11/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NHFL0118182020	04/05/20	04/05/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
Monroe County BOCC is listed as additional insured to the General Liability and Automobile Liability policy.

If additional insured boxes not checked, MC listed under the description of operations (as above) is acceptable.

CERTIFICATE HOLDER Monroe County BOCC 1100 Simonton St. Key Wet FL. 33040 Certificate Holder should be exactly as it appears above.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



**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/Vendor:

Project or Service:

Contractor/Vendor Address & Phone #:

General Scope of Work:

Reason for Waiver or Modification:

Policies Waiver or Modification will apply to:

Signature of Contractor/Vendor: _____

Date: _____ Approved _____ Not Approved _____

Risk Management Signature: _____

County Administrator appeal: _____

Approved: _____ Not Approved: _____ Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____ Meeting Date: _____