

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Florida Design Drilling, LLC. a Florida Corporation (“Contractor”).

WHEREAS, City advertised ITB25-056 Well Rehabilitation and Maintenance, requesting firms to provide pricing and establish a term contract for well maintenance for the Water Utilities for the City of Pompano Beach (“Project”);

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein, and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of this document, the Scope of Work set forth in Exhibit “A” (the “Work”); and the Vendor Proposal set forth in Exhibit “B” (the “PROPOSAL”) all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order:

- (i) this Agreement,
- (ii) Exhibit “A”, ITB, addenda, and documentation.
- (iii) Exhibit “B”, Vendor Proposal.
- (iv) Exhibit “C”, Insurance

2. *Purpose.* The City, on behalf of the Utilities Department, desires to contract with Contractor to provide pricing and establish a term contract for well maintenance for the Water Utilities for the City of Pompano Beach upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide Well Rehabilitation and Maintenance Services, including the Scope of Services set forth in Exhibit “A” and PROPOSAL set forth in Exhibit “B” and insurance set forth in Exhibit “C”, both attached hereto and made a part hereof. If the Work requires Contractor to provide materials to complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit “A” and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors

and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of three (3) years beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement up to two (2) additional one-year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment, and Invoices.*

A. *Price Formula.* The City will pay the Contractor a not-to-exceed unit price for the tasks submitted. The unit prices shown in Exhibit A are for all Work performed under this Agreement.

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a proper invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to the City on a monthly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Renuka Mohammed, Utilities Department Director, and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Michael Black, Senior Vice President
7733 Hooper Road
West Palm Beach, FL 33411
Office: 813-741-3010
Email: mike@fldrilling.com

If to City: Renuka Mohammed, Director
Utilities Department
1205 NE 5th Ave
Pompano Beach, FL 33060
Office: 954-786-4060
Email: Renuka.Mohammed@copbfl.com

With a copy to: Director of Procurement & Contracts
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061
Tel: 954-786-4098
Email: purchasing@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license

or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon

written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “C” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City’s prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City’s written approval shall not be binding on City and, at City’s sole discretion, may result in City’s immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor’s insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any

kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The

limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes 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 City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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 AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created

by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

- C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Florida Design Drilling, LLC.

Witnesses:

[Signature]

Brandon Holst
(Print or Type Name)

[Signature]

Miguel heguericca
(Print or Type Name)

By: [Signature]
Michael Black, Vice President

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of April, 2026 by Michael Black, as Vice President of Florida Design Drilling, LLC, a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY’S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF Florida

Michael Perez
(Name of Acknowledger Typed, Printed or Stamped)

4H286038
Commission Number

Exhibit A – Cover Page

1. Recommendation Tabulation
2. Solicitation ITB 25-056

ITB #:	<u>ITB25-056</u>	Tentative City Commission Meeting Date*:	<u>TBD</u>
ITB Title:	<u>Well Rehabilitation and Maintenance</u>	# Notified:	<u>576</u> # Downloaded: <u>12</u>
		# of Responses Rec'd:	<u>3</u> # of "No Bids": <u> </u>
For:	<u>Utilities Maintenance</u> (Department)	ITB Opening Date:	<u>DECEMBER 3, 2025</u>

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the eBid System, IonWave, on **January 21, 2026, at 02:00 PM** and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until the City Commission approves or rejects it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received the following three (3) bids for ITB25-056 Well Rehabilitation and Maintenance:

- A.C. Schultes of Florida, Inc.
- All Webbs Enterprises Inc.
- Florida Design Drilling Corp.

It is hereby determined that the bids submitted by A.C. Schultes of Florida, Inc., All Webbs Enterprises Inc., and Florida Design Drilling Corp. are declared responsive and responsible. The submissions meet all requirements of the bid documents and comply with applicable procurement laws and regulations.

Section 1.1 of the ITB states that the City will select up to three (3) firms to perform Well Rehabilitation and Maintenance for the City of Pompano Beach Water Utilities. Therefore, it is recommended that the contract be awarded to A.C. Schultes of Florida, Inc., All Webbs Enterprises Inc., and Florida Design Drilling Corp., in accordance with the terms and conditions of the solicitation.

By:	<u>Michael Lee</u>	Date:	<u>01/21/2026</u>
	(Purchasing Agent)		



INVITATION TO BID

ITB25-056

WELL REHABILITATION AND MAINTENANCE

Bid Opening: ~~November 19, 2025, 2:00:00 P.M.~~
December 3, 2025, 2:00 PM

Prebidders Conference: October 21, 2025, 10:00 A.M.

Virtual Zoom Meetings

For access, go to:

<https://pompanobeachfl.gov/pages/meetings>

SCHEDULE OF EVENTS

ITB documents and Addenda(s) are available and can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>

ITB NUMBER:	ITB25-0567
ITB TITLE:	Well Rehabilitation and Maintenance
RELEASE DATES/TIME:	October 9, 2025, by 8:30 PM
NON-MANDATORY PRE-BID CONFERENCE (VIRTUAL)	October 21, 2025, by 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	November 7, 2025, at 12:00 PM
ITB RESPONSE DUE DATE/TIME:	November 19, 2025, at 2:00:00 PM December 3, 2025, at 2:00 PM
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://pompanobeachfl.gov/pages/meetings

***The City may amend dates in this schedule in its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Eastern Standard Time (EST)**



October 9, 2025

Dear Prospective Bidders,

SUBJECT: INVITATION TO BID (ITB) ITB25-056 Well Rehabilitation and Maintenance

The City of Pompano Beach (the “City”) is interested in receiving bids in response to this Invitation to Bid (ITB) for Well Rehabilitation and Maintenance. The sole purpose and intent of this ITB is to secure firm, fixed pricing and establish a term contract for well maintenance for Water Utilities for the City of Pompano Beach.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. The CITY will consider the submittal of a bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The Bidder is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 P.M. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any bidder or lobbyist for a bidder is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System or through the Purchasing Agent assigned to this solicitation in the Procurement and Contracts Department. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this ITB. Any information that amends any portion of this ITB received by any method other than an Addendum issued to the ITB is not binding on the City of Pompano Beach.

Carefully read all portions of the ITB document to ensure the Bidder's bid fully complies with all requirements.

~~Jeffrey English, Purchasing Agent~~ *Eric Seifer*

Procurement and Contracts Department
City of Pompano Beach, Florida

SECTION 3 – Table of Contents

SECTION

1. SCHEDULE OF EVENTS
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SECTION 1 – Introduction and General Information

December 3, 2025, at 2:00 PM 1.1 **Introduction:** The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) **ITB25-056 Well Rehabilitation and Maintenance**, until 2:00:00 p.m. (local) ~~November 19, 2025~~. Bids must be submitted electronically through the eBid System on or before the due date and time specified herein. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The City will select up to three (3) firms to perform Well Rehabilitation and Maintenance for the City of Pompano Beach Water Utilities. The Scope of Services, Bid Specifications, and Instructions to Bidders in **Attachment A1, A2, and B1**.

The bidder must be registered on the City’s eBid System in order to view the solicitation documents and respond to this ITB. The solicitation documents can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

1.2 **Cone of Silence Notice:** Bidders are notified that this Solicitation is subject to a “Cone of Silence”. A Cone of Silence means a prohibition on any communication regarding any particular competitive solicitation between:

- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor’s Representative means an employee, partner, officer, or director of a potential vendor, consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The “cone of silence” shall terminate when the City awards or approves a contract, votes to reject all Proposals or responses, or otherwise takes action that ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action that ends the solicitation or other procurement process. Suppose a Cone of Silence is imposed for a competitive solicitation but the solicitation is not issued. In that case, the Cone of Silence shall terminate upon a final determination by the Procurement and Contracts Department that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.

1.3 **Line Items:** All bid figures **must** be entered into the City’s eBid System Line Items tab. **REVIEW CAREFULLY ALL INSTRUCTIONS INCLUDED IN ATTACHMENT A1.**

1.4 **Non-Mandatory Pre-Bidders Conference:** A non-mandatory pre-bid conference will be held on **October 21, 2025, at 10:00 AM** through Zoom meetings and in person at the Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060. Attendance is encouraged for all bidders wishing to submit a bid for this Project. The conference will provide an opportunity to discuss the bid preparation process and address any questions. None of the answers provided

during the Pre-Bidders conference reflects the City's official response and cannot bind the City. Only responses and clarification released through an Addendum in the eBid System are official.

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SECTION 2 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

The award of the ITB shall be to the lowest responsive and responsible Bidder. In determining the lowest responsive and responsible Bidder and that the purchase or contract will best serve the interests of the City, the Commission, the City Manager, or the Procurement and Contracts Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

2.1 **Responsiveness:** Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the city may deem the bid non-responsive and not consider it for further review.

a. Each Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand-delivered submissions to the City's Procurement and Contracts Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing Agent representative at 954-786-4098 in such a case for special permission.

b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.

2.2 **Responsibility Documentation:** To demonstrate the Bidder's responsibility, the Bidder must submit the information provided herein to the City. Submittals requested pursuant to this paragraph are in addition to those required elsewhere. Missing any of the documents or information required, it is cause to declare the bidders non-responsive:

a. **Bid Security Bond:** Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work (**see Attachment J**).

The bid bond of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security (if provided as a cashier's check or certified check), whereupon the bid security will be returned. Suppose the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award. In that case, the City may annul the Notice of Award, and the bid bond of that Bidder will be forfeited. The City may retain the bid security bond of other Bidders whom the City believes to have a reasonable chance of receiving the award until a completed contract has been executed, whereupon bid security furnished by such Bidders will be returned.

If provided, the executed Bid Bond shall be issued by an entity with a registered agent in the State of Florida. If the bid is accepted, the city shall retain this check or bond as liquidated damages should the Bidder refuse or fail to enter into a contract with the City to execute the work embraced in the bid.

b. Prior Project Experience and References: Bidder must provide the following verifiable information with the bid at the time it is submitted **(see attachment E – References):**

- i. Evidence that Bidder was the Prime Contractor on three (3) municipal public supply well rehabilitation or construction projects completed (final completion) within the last five (5) years. Each project submitted as qualifying experience must be located within the continental United States, have a contract value equal to or greater than the amount specified in this Invitation to Bid (ITB), and must be of similar complexity and scope to the project described in this ITB.

Bidder must describe the following: 1) the project and the work completed by Bidder, 2) how the referenced project relates to the ITB, and 3) the amount paid to Bidder for the work completed.

- ii. At least one verifiable municipal contact (client) reference for each project described previously. The bidder must provide the client's name, phone number, and e-mail address for each project. If the Bidder has done work for the City, the City may, at its discretion, rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
 - iii. If the Bidder fails to provide the previously described items, or the City cannot reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
 - iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above or are deemed unsatisfactory to the City.
- c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.) The Bidder must be a Water Well Contractor licensed in the State of Florida by a Water Management District (e.g., SFWMD) and a Licensed Florida State General Contractor.
 - d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations, based on the information provided in the Qualification of Bidders Form.
 - e. Have a satisfactory past and/or current performance record, based on the information gathered by the City regarding Bidder's performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within the City's organization and control from past and present City projects, where applicable.
 - f. Be financially solvent and have sufficient financial resources to perform the resulting Contract, and shall provide proof thereof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-bid unsealing and prior to award that demonstrate the Bidder's ability to perform the resulting contract and provide the required materials and/or services.

- g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, Suppliers, and Subcontractors are present.
- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources, and be otherwise qualified and eligible to perform the work under applicable laws and regulations.
- j. Environmental Regulations and OSHA Violations: The bidder shall submit a complete history of all citations, violations, notices, and dispositions within the Bid (see Response Attachments TAB). The City reserves the right to declare the bidder not responsible if the history of violations warrants such determination in the opinion of the City
- k. Understanding of the Project: Written understanding of the project needs and how the bidder's team intends to apply this information to benefit the City and the community.
- l. Statement of Skills and Experience of Project Team: Provide resumes for key project team members and their experience on similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics. Subcontractors must be preapproved by the City before initiating work on a task order.

Bidder's submission must include all required documents, certificates, and information as specified in the ITB. Failure to submit all the necessary documentation or to provide the requested information may result in the bid being deemed non-responsive and, consequently, disqualified from further consideration.

The City does not consider social, political, or ideological interest in determining the Contractor's responsibility in compliance with Florida Statute 287.05701.

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SECTION 3 - AWARD OF SOLICITATION AND RESULTING CONTRACT

- 3.1 The City reserves the right to reject any bids, to waive any informalities not involving price, time, and changes in the work, and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. Also, the City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or by the City criteria. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City requires that all bidders submit cost estimates consistent with fair market pricing. All bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. Suppose any submitted bid is substantially higher or lower than what is deemed reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid. Such determinations will consider the overall project cost and individual line items within the bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a bid, each bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
 2. Bidder understands and accepts that bids with significantly inflated or deflated costs, relative to fair market standards, may be excluded from consideration without further recourse.
- 3.2 In evaluating bids, the City will consider the bidders' qualifications, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or before the Notice of Award.
- 3.3 The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data must be submitted before the Notice of Award.
- 3.4 The City, through the Procurement and Contracts Department, may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- 3.5 The City reserves the right to award contracts to up to three (3) lowest responsive and responsible bidders due to this Invitation to Bid. The City may award contracts to up to three (3) bidders based on the evaluation criteria outlined in this ITB. Each awarded vendor will be responsible for its own contractual obligations and delivery of goods/services as specified.

3.6 The Awarded Bidder(s) will receive an automatically generated notice of award from the eBid System or an email notification from the City's Procurement and Contracts Department.

3.7 **City reserves the right to postpone the award of the Contract for a period which shall not exceed one hundred twenty (120) days from the Bid unsealing date.** City may, at its sole discretion, release any bid and return the Bid Security before that date. City also reserves the right to ask for additional postponement time, for which the Bidder may provide a written binding acceptance. An email to the purchasing agent from an authorized agent of the Bidder shall be considered a written, binding acceptance of the postponement time.

3.8 **Insurance Requirements.**

The Exhibit C includes the Insurance Requirements to be complied with by the Awarded Bidder(s), who will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Bid Bonds are required for all Bids; Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.

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SECTION 4 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS

- 4.1 **Defined Terms:** Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Awarded Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on the City’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and all addenda issued prior to receipt of bids. The term “Project” means the performance and completion of the Scope of Work included in this solicitation.
- 4.2 **Copies of ITB Documents:**
- a. Complete sets of the ITB Documents may be obtained from the City’s website at no charge.
 - b. Complete sets of ITB Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from incomplete sets of ITB Documents.
 - c. City, in making copies of ITB Documents available on the above terms, does so only to obtain bids on the work and does not confer a license or grant for any other use.
- 4.3 **Public Entity Crimes:** In accordance with Section 287.133 (2)(a), Florida Statutes: 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 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 a 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 4.4 **Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs.
- 4.5 **Anti-Kickback Act:** The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3>).
- 4.6 **Examination of ITB Documents and Sites:**
- 4.6.1 It is the responsibility of each Bidder before submitting a bid to:
- a. Examine the ITB Documents thoroughly,
 - b. Visit the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work,
 - c. Consider Federal, State, and Local Laws and Regulations that may affect the cost, progress, performance, or furnishing of the work,
 - d. Study and carefully correlate Bidder’s observations with the ITB Documents, and,
 - e. Notify the City Procurement and Contracts Department of all conflicts, errors, or discrepancies in the ITB Documents.

- 4.6.2 Information and data reflected in the ITB Documents concerning or contiguous to the site are based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness unless it is expressly provided otherwise.
- 4.6.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the ITB Documents due to differing conditions appearing in the General Conditions section of the ITB.
- 4.6.4 Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any further information and data that pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the ITB Documents.
- 4.6.5 On request in advance, the City will provide each Bidder with access to the site to conduct explorations and tests as each Bidder deems necessary for submitting a bid. Upon completion of such explorations, the bidder shall fill all holes, clean up, and restore the site to its former condition or better.
- 4.6.6 The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the ITB Documents. The Contractor will provide all additional lands and access required for temporary construction facilities or storage of materials and equipment. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the ITB.
- 4.6.7 The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB Documents, that without exception, the bid is premised upon performing and furnishing the work required by the ITB Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the ITB Documents, and that the ITB Documents are sufficient in scope and detail to demonstrate and convey understanding of all terms and conditions for performance and furnishing of the work.

4.7 Interpretations and Addenda

- a. All questions must be submitted using the Questions feature in the eBid System. All questions must be submitted by 12:00 P.M. at least twelve (12) calendar days before the scheduled initial bid unsealing. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.
- b. If any addendum is issued to the ITB, it will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the Purchasing

Agent assigned to this solicitation, Jeffrey English, at (954) 786-4098, or Jeffrey.english@copbfl.com, to determine if any addendum was issued and to make such addendum a part of its bid. The addendum will be posted in the eBid System.

- c. An addendum may also be issued to modify the ITB as deemed advisable by the City.

4.8 Contract Time:

The initial term of this contract shall commence on the date the Commission approves the contract and shall continue in effect for three (3) years, unless terminated earlier in accordance with the terms of this Agreement. Upon the expiration of the initial term, the Contract may be renewed for up to two (2) additional one (1) year periods (“Renewal Terms”), provided that the Contractor provides written notice of its intent to renew at least 90 days before the expiration of the then-current term.

The Contractor must be able to coordinate and complete the projects within the scheduled time. The Contractor shall perform all services, deliverables, and work required under this Contract on an "on-call" basis, as requested by the City. The City shall issue task orders or work directives specifying each assignment's scope, schedule, and specific deliverables.

The Contractor shall respond to each task order or work directive within the time frame requested by the City or based on a schedule and shall complete the work within the timeframe specified in each task order or schedule.

- 4.9 Liquidated Damages:** Provisions for liquidated damages, if any, are outlined in Exhibit B - Contract General Conditions.

- 4.10 Indemnification:** All Bidders must enter in the “Line Items” tab of the City’s eBid System the amount of consideration required by the Bidder in return for the Bidder’s promise of indemnity contained in the General Conditions section of the ITB.

- 4.11 Substitute or “Or-Equal” Items:** The Contract, if awarded, shall be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by the Awarded Bidder/Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the effective date of the Contract.

4.12 Subcontractors, Suppliers, and Others.

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations, including those to furnish the principal items of material and equipment listed in the “Line Items” tab of the City’s eBid System. If requested, the apparent lowest Bidder, and any other Bidder so requested, shall, within seven (7) days after the ITB opening, submit to the City a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such a list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, other persons, or organization, if requested by the City. Suppose the City has a reasonable objection to any proposed Subcontractor, Supplier, other person,

or organization. In that case, it may, before the Notice of Award is given, request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the evident lowest Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make a written objection prior to the giving of the Notice of Award will be deemed acceptable to the City, subject to revocation of each acceptance after the Effective Date of Contract.

- b. In contracts where the Contract Price is based on the cost of the work plus a fee, the apparent lowest Bidder, prior to the Notice of Award, shall identify in writing to the City those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City's written consent.
- c. No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom the Contractor has a reasonable objection.

4.13 Bidder Acknowledgment (See SECTION 6)

- a. The Bidder Acknowledgement is included with the ITB.
- b. All requested information on the Bidder Acknowledgement will be provided electronically using the City's eBid System.
- c. In case of a discrepancy between unit prices and totals, unit prices will prevail.

4.14 Submission of Bids

- a. Bids shall be submitted electronically using the City's eBid System on or before the due date and time specified herein.
- b. More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered.
- c. Bid tabulations will be posted in the City's eBid System. Bid results **will not** be read to you over the phone.

4.15 Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the due date and time of the opening of bids by using the "Retract" feature of the City's eBid System.

- b. After bids are opened, and the Awarded Bidder defaults on a City Contract, the Awarded Bidder may be banned from doing business with the City for thirty-six (36) months from the default date.

4.16 Unsealing of Bids: A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when the tabulation is posted. An abstract of the amounts of the base bids and major alternates (if any) will not be made available to Bidders until the tabulation is posted.

4.17 Bids To Remain Subject To Acceptance

- a. All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the bid deadline, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.
- b. Extensions of time when bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual agreement between the City, the apparent lowest responsive and lowest responsible bidder, and the surety, if any, for the Awarded Bidder.

4.18 Contract Security: For projects over two hundred thousand dollars (\$200,000), when the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

4.19 Execution of Contract: When the City recommends awarding a vendor a contract to the lowest responsible and responsive bidder, the signed Contract by the vendor will be presented to the commission for approval. Within ten (10) days thereafter, the Contractor shall provide all required documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the Contractor.

4.20 Employment Eligibility: By entering into a resulting contract with the City, the Contractor must comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to the utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the termination date. If this awarded contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for 1 year after the termination date.

4.21 Taxes: The Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

4.22 Notice To Contractor: Pursuant to Chapter 8 CFR 274a.2” (see link) <https://www.govinfo.gov/content/pkg/CFR-2017-title8-vol1/pdf/CFR-2017-title8-vol1-sec274a-2.pdf>, the employment of unauthorized aliens by any Contractor is considered a violation of the

Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall cause unilateral cancellation of the Contract.

4.23 Non-Discrimination: There shall be no discrimination as to race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the operations conducted under the Contract.

4.24 Occupational Health and Safety: In compliance with Section 442, Florida Statutes, any items included in the latest edition of “Florida Substance List”, which are delivered from a Contract resulting from the ITB, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substances, including:
 - i. The potential for fire, explosion, corrosiveness, and reactivity.
 - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance, intended to alert any person reading this information.
- f. The year and month, if available, the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH OSHA STANDARDS.

Notice: For the City to process payment, your invoice must reference the federal ID number. Please note the ID number on the Bid Response page.

4.25 Waste Removal Services: The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license, and privilege to provide non-hazardous solid waste collection, removal, and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris.

The Awarded Bidder/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided, and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services, including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

- 4.26. Conflict of Interest:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of City employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to the City. It also places restrictions on the City employees concerning outside employment or contractual relationships with any business entity that is doing business with the City. If any employee is identified by the Proposer when completing the Attribute, they should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 4.27. Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts, 1010 NE 3 Avenue, Pompano Beach, FL 33060.
- 4.28. Posting of Bid Recommendations / Tabulations:** ITB Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Contracts and/or at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of ITB Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the Recommendation/Tabulations shall file a notice of intent to protest, in writing, within 72 hours after the posting of the ITB Recommendation/Tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of intent to protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City

administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, or Sunday, state holiday, or days during which the City administration is closed. No submissions made after the Bid opening, amending, or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount equal to one percent (1%) of the City’s estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges, which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all expenses and charges incurred by the City. Payment options can be made by electronic check (e-check), Visa, MasterCard, or by using an established escrow account code.

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SECTION 5 - LOCAL BUSINESS PROGRAM

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, “Local” will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent (10%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of the current solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least fifteen percent (15%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least twenty percent (20%) of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity, which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City’s website and locate local firms that are available to perform the work required by the ITB specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the section “Shop Pompano!”.

The City of Pompano Beach is strongly committed to ensuring the participation of City Businesses as Contractors and Subcontractors for the procurement of goods and services, including labor,

materials, and equipment. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A) listing the local businesses that will be used on the Contract and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

For the list of certified minority businesses in the State of Florida, please see the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd/certified_vendor_reports

Suppose a Prime Contractor/Vendor cannot achieve the goal attainment of the Contract. In that case, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Attachment C), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Bidder/Contractor will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the ITB document.

Failure to meet Local Vendor Goal commitments will result in an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, Contractors, or Subcontractors who are local with a preference as follows:

1. For bid evaluation purposes, Tier 1 businesses, as defined by this subsection, shall be granted a preference in the amount of five percent (5%) of any bid. If the Tier 1 business submits a second bid that is at least one percent (1%) lower than that lowest responsive bid, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business, and no other Bidders will be given an opportunity to submit additional bids as described herein.
2. For bid evaluation purposes, Tier 2 businesses, as defined by this subsection, shall be granted a preference in the amount of two and one-half percent (2-1/2 %) of any bid or any proposal score. If the Tier 2 business submits a second bid, which is at least one percent lower than that lowest responsive bid, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional bids as described herein.
3. If there is a Tier 1 business and/or Tier 2 business participating in the same ITB and all businesses qualify to submit a second bid as previously detailed, the Tier 1 business will be given the first option, and the Tier 2 business will be given the second option. If the Tier 1 business is not the lowest bid received by at least one percent (1%), then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest bid by at least one percent

(1%), then the bid will be awarded to the lowest Bidder regardless of the geographic location of the business.

4. The awarded Bidder/Contractor is responsible for complying with all Tier 1 & 2 guidelines and ensuring that all requirements are met before executing a Contract.

The required goal for this ITB is ten percent (10%) for Local Vendor participation.

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SECTION 6 - BIDDER ACKNOWLEDGEMENT

- 6.1 The Bidder submits and agrees, if its bid is accepted, to enter into a Contract with the City in the form included in the ITB to perform and furnish all work as specified or indicated in the Sample Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Sample Contract resulting from the ITB.
- 6.2 Bidder accepts all of the terms and conditions of the ITB Documents, including, without limitation, those dealing with the disposition of Bid Security and the Sample Contract. The bid will remain subject to acceptance for one hundred twenty (120) days after the Bid unsealing. Bidder will sign and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the City's Notice of Award date.
- 6.3 In submitting its bid, Bidder represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all the ITB documents and the addendum/addenda.
 - b. Bidder has familiarized itself with the nature and extent of the ITB Documents, work, site, locality, and all local conditions, laws, and regulations that may affect the cost, progress, performance, or furnishing of the work in any manner.
 - c. Bidder has studied carefully all reports and drawings of physical conditions that are identified in the ITB.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies [in addition to or to supplement those referred to in (c) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the ITB Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - e. Bidder has reviewed and checked all information and data shown or indicated on the ITB Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said site area will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the ITB Documents.
 - f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the ITB Documents.
 - g. Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the ITB Documents, and the City's written resolution of these is acceptable to Bidder.
 - h. This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or

corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

- 6.4. Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 6.5. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

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SECTION 7 – ITB ATTRIBUTES (this is a TAB in the eBid system IonWave). PROVIDE THIS INFORMATION ELECTRONICALLY.

This TAB includes the following Attributes:

1. Drug-Free Workplace
2. Conflict of Interest
3. Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)
4. Terms & Conditions
5. Acknowledgement of Addenda
6. Local Business Participation Percentage
7. Extension of prices, terms, and conditions to other governmental entities

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SECTION 8 – ATTACHMENTS (attachment in the eBid system IonWave)

1. Attachment A1 General Information
2. Attachment A2 Technical Specifications
3. Attachment B1 Maps and Well Database
4. Attachment E - References
5. Attachment H - W9
6. Attachment I - Construction Agreement (DRAFT)
7. Exhibit B - General Conditions
8. Exhibit C – Insurance Requirements
9. Attachment J - Bid Bond Form
10. Local Business Program Forms (forms A, B, C, and D)

END OF THE INVITATION TO BID

Exhibit B – Cover Page

1. Supplier/Contractor's Response
2. Local Business Forms



ITB25-56 Addendum 2

Florida Design Drilling Corp.

Supplier Response

Event Information

Number: ITB25-56 Addendum 2
Title: Well Rehabilitation and Maintenance
Type: Invitation To Bid
Issue Date: 10/9/2025
Deadline: 12/3/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") is interested in receiving bids for Well Rehabilitation and Maintenance. The sole purpose and intent of this Invitation to Bid (ITB) is to secure firm, fixed pricing and establish a term contract for well maintenance for Water Utilities for the City of Pompano Beach.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. The CITY will consider the submittal of a bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The Bidder is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the

eBid System, on or before the date here stated. Proposals received after 2:00:00 P.M. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S. 287.057 (25)].

Any bidder or lobbyist for a bidder is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System or the Purchasing Agent assigned to this solicitation in the Procurement and Contracts Department. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this ITB. Any information that amends any portion of this ITB received by any method other than an Addendum issued to the ITB is not binding on the City of Pompano Beach.

Contact Information

Contact: Eric Seifer
Address: Procurement and Contracts
1010 NE 3 Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4098
Email: eric.seifer@copbfl.com

Florida Design Drilling Corp. Information

Address: 7733 Hooper Road
West Palm Beach, FL 33411
Phone: (561) 844-2966

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Michael Black

Signature

Submitted at 11/21/2025 02:24:50 PM (ET)

mike@fldrilling.com

Email

Requested Attachments

Attachment E - References

Attachment E - References (4).pdf

This form is to be completed and uploaded to the Response Attachments tab.

Attachment H - W9 Request for Taxpayer Identification Number and Certification

W9 FDD LLC 2025.pdf

This form is to be completed and uploaded to the Response Attachments tab.

Attachment J - Bid Security Bond Form

FDD Bid Bond.pdf

Each bid requires a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. Bidder shall upload a copy of their bid bond or a copy of the certified check to the Response Attachments tab in the eBid System. The awarded bidder will be required to submit the original executed bid bond or cashier's check prior to the execution of the contract and before the commencement of any work.

Local Business Program Forms

Local Business Program Forms.pdf

Local Business Program Forms (A, B, C, and D) from the attachments tab are to be completed and uploaded to this tab.

Attachment B2 Line-Item Pricing

Attachment B2 Line-Item Pricing - Addendum 2 Revised.pdf

Use this form to submit the Line-item pricing

Response Attachments

Resume MikeBlack 2025.pdf

Resume - Mike Black

Resume RayTorrie 2025.pdf

Resume - Raymond Torrie

Resume MiguelLequeurica 2025.pdf

Resume - Miguel Lequeurica

Resume NicholasRuiz 2025.pdf

Resume - Nicholas Ruiz

Bid Attributes

1	<p>Drug-Free Workplace</p> <p>STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.</p> <p>Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.</p> <p>Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:</p> <ol style="list-style-type: none"> (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’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. <p>As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.</p> <p>By choosing YES, I hereby certify that the company/firm complies with all the above requirements</p> <p><input type="text" value="Yes"/></p>
2	<p>Conflict of Interest</p> <p>For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate Yes or No below with the drop down menu.</p> <p><input type="text" value="No"/></p>

3	<p>Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)</p> <p>Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.</p> <p><input checked="" type="checkbox"/> Certified</p>
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4	<p>Terms & Conditions</p> <p>Check the box indicating you agree to the terms and conditions of this solicitation.</p> <p><input checked="" type="checkbox"/> Agree</p>
----------	---

5	<p>Acknowledgement of Addenda</p> <p>Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.</p> <p><input checked="" type="checkbox"/> Yes</p>
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6	<p>Local Business Participation Percentage</p> <p>If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.</p> <p><input type="text" value="0%"/></p>
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7	<p>Extension of prices, terms and conditions to other governmental entities</p> <p>If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.</p> <p><input type="text" value="Yes"/></p>
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Bid Lines

1	<i>Package deleted as part of an Addendum</i>
2	<i>Package deleted as part of an Addendum</i>
3	<i>Package deleted as part of an Addendum</i>
4	<i>Package deleted as part of an Addendum</i>

Response Total: 0

City of Pompano Beach
Well Rehabilitation and Maintenance Bid Form

Items I-1 through I-6	\$31,750
Total for All Activities (Bid Items II thru IV)	\$149,900
Total Project	\$181,650

Bid Items I - General					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
I-1	Maintenance of Traffic Control (including permitting)	DY	1	\$7,500	\$7,500
I-2	Mobilization and Demobilization	LS	1	\$5,000	\$5,000
I-3	Drill Rig with Crew (service truck and all equipment included)	HR	1	\$1,000	\$1,000
I-4	Crane Truck with Crew (service truck and all equipment included)	HR	1	\$750	\$750
I-5	Site Restoration Allowance	AL	1	\$15,000	\$15,000
I-6	Individual Production Well Report Preparation Documenting Work Performed and Data	EA	1	\$2,500	\$2,500
SUBTOTAL					\$31,750.00

Bid Items II - Wellfield Maintenance: Monitoring Wells					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
II-1	Water Discharge and Disposal Setup and Removal	EA	1	\$6,000.00	\$6,000.00
II-2	Combined Static and Dynamic Down-hole View & Side View Color 360 Degree Video Survey with triplicate USB's (with Bidder's Pump: Pre- Rehabilitation video and Post-Rehabilitation video)	EA	1	\$3,500.00	\$3,500.00
II-3	Clear Debris/Obstructions from Monitoring Well	HR	1	\$500.00	\$500.00
II-4	Clean Monitoring Well Casing and Screen via Casing Scraper, Brushing and Swabbing; Cut and Remove Roots	EA	1	\$3,500.00	\$3,500.00
II-5	Monitoring Well Plugging and Abandonment (cost of cement grout not included)	EA	1	\$500.00	\$500.00
II-6	Neat Cement Grout for Well Plugging Abandonment	CF	1	\$500.00	\$500.00
II-7	Monitor Well Replacement, 4-inch Diameter Sch 40 PVC Installation -Shallow (complete)	EA	1	\$7,500.00	\$7,500.00
II-8	Monitor Well Replacement, 4-inch Diameter Sch 40 PVC Installation - Deep (complete)	EA	1	\$25,000.00	\$25,000.00
SUBTOTAL					\$47,000.00

Bid Items III - Wellfield Maintenance: Production Wells					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
III-1	Water Discharge and Disposal Setup and Removal	EA	1	\$7,500.00	\$7,500.00
III-2	Pump Curve Testing and Wire to Water Testing	EA	1	\$500.00	\$500.00
III-3	Remove Wellhead, Column Pipe, Pump, and Motor and Appurtenances	EA	1	\$7,500.00	\$7,500.00
III-4	Pre-Rehabilitation Specific Capacity Test and Post-Rehabilitation Specific Capacity Test	EA	1	\$3,500.00	\$3,500.00
III-5	Combined Static and Dynamic Down-hole View & Side View Color 360 Degree Video Survey with triplicate USB's (with Bidder's Pump: Pre- Rehabilitation video and Post-Rehabilitation video)	EA	1	\$3,500.00	\$3,500.00
III-6	Geophysical Logging: Includes the Cost for Each Individual Log to be Performed as Needed. Individual Logs are as follows: XYZ and GR.	EA	1	\$2,500.00	\$2,500.00
III-7	Clear Debris/Obstructions	HR	1	\$750.00	\$750.00
III-8	Well Acidization Mobilization	EA	1	\$20,000.00	\$20,000.00
III-9	Well Acidization Treatment w/ 32% HCL	EA	1	\$10,000.00	\$10,000.00
III-10	Clean Production Well Casing and Screen via Casing Scraper, Brushing and Swabbing	HR	1	\$500.00	\$500.00
III-11	Jetting to Redevelop Production Well	HR	1	\$500.00	\$500.00
III-12	Furnish and Install Additional Gravel into Well Screen Gravel Pack	CF	1	\$100.00	\$100.00
III-13	Well Plugging and Abandonment (cost of cement grout not included)	EA	1	\$22,500.00	\$22,500.00
III-14	Neat Cement Grout for Well Plugging Abandonment	CF	1	\$250.00	\$250.00
III-15	Backplugging of Production Well	CF	1	\$250.00	\$250.00

City of Pompano Beach
Well Rehabilitation and Maintenance Bid Form

Items I-1 through I-6	\$31,750
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I-5	Site Restoration Allowance	AL	1	\$15,000	\$15,000
I-6	Individual Production Well Report Preparation Documenting Work Performed and Data	EA	1	\$2,500	\$2,500
SUBTOTAL					\$31,750.00

Bid Items II - Wellfield Maintenance: Monitoring Wells					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
II-1	Water Discharge and Disposal Setup and Removal	EA	1	\$6,000.00	\$6,000.00
II-2	Combined Static and Dynamic Down-hole View & Side View Color 360 Degree Video Survey with triplicate USB's (with Bidder's Pump: Pre- Rehabilitation video and Post-Rehabilitation video)	EA	1	\$3,500.00	\$3,500.00
II-3	Clear Debris/Obstructions from Monitoring Well	HR	1	\$500.00	\$500.00
II-4	Clean Monitoring Well Casing and Screen via Casing Scraper, Brushing and Swabbing; Cut and Remove Roots	EA	1	\$3,500.00	\$3,500.00
II-5	Monitoring Well Plugging and Abandonment (cost of cement grout not included)	EA	1	\$500.00	\$500.00
II-6	Neat Cement Grout for Well Plugging Abandonment	CF	1	\$500.00	\$500.00
II-7	Monitor Well Replacement, 4-inch Diameter Sch 40 PVC Installation -Shallow (complete)	EA	1	\$7,500.00	\$7,500.00
II-8	Monitor Well Replacement, 4-inch Diameter Sch 40 PVC Installation - Deep (complete)	EA	1	\$25,000.00	\$25,000.00
SUBTOTAL					\$47,000.00

Bid Items III - Wellfield Maintenance: Production Wells					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
III-1	Water Discharge and Disposal Setup and Removal	EA	1	\$7,500.00	\$7,500.00
III-2	Pump Curve Testing and Wire to Water Testing	EA	1	\$500.00	\$500.00
III-3	Remove Wellhead, Column Pipe, Pump, and Motor and Appurtenances	EA	1	\$7,500.00	\$7,500.00
III-4	Pre-Rehabilitation Specific Capacity Test and Post-Rehabilitation Specific Capacity Test	EA	1	\$3,500.00	\$3,500.00
III-5	Combined Static and Dynamic Down-hole View & Side View Color 360 Degree Video Survey with triplicate USB's (with Bidder's Pump: Pre- Rehabilitation video and Post-Rehabilitation video)	EA	1	\$3,500.00	\$3,500.00
III-6	Geophysical Logging: Includes the Cost for Each Individual Log to be Performed as Needed. Individual Logs are as follows: XYZ and GR.	EA	1	\$2,500.00	\$2,500.00
III-7	Clear Debris/Obstructions	HR	1	\$750.00	\$750.00
III-8	Well Acidization Mobilization	EA	1	\$20,000.00	\$20,000.00
III-9	Well Acidization Treatment w/ 32% HCL	EA	1	\$10,000.00	\$10,000.00
III-10	Clean Production Well Casing and Screen via Casing Scraper, Brushing and Swabbing	HR	1	\$500.00	\$500.00
III-11	Jetting to Redevelop Production Well	HR	1	\$500.00	\$500.00
III-12	Furnish and Install Additional Gravel into Well Screen Gravel Pack	CF	1	\$100.00	\$100.00
III-13	Well Plugging and Abandonment (cost of cement grout not included)	EA	1	\$22,500.00	\$22,500.00

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
III-14	Neat Cement Grout for Well Plugging Abandonment	CF	1	\$250.00	\$250.00
III-15	Backplugging of Production Well	CF	1	\$250.00	\$250.00
III-16	Well Development and Redevelopment by Airlift with 600 to 1,000 CFM Air Compressor	HR	1	\$500.00	\$500.00
III-17	Well Development using Bidder's Pump and Flow Meter (capable of pumping a minimum of 2 times the design rate in gpm)	HR	1	\$500.00	\$500.00
III-18	Disposal of Development Solids that Need to be Containerized and Properly Disposed by Contractor	EA	1	\$1,500.00	\$1,500.00
III-19	Disposal of Development Water to Approved Location	EA	1	\$7,500.00	\$7,500.00
III-20	Sand Content Testing (by Rossum Sand Tester)	EA	1	\$150.00	\$150.00
III-21	Silt Density Index Testing (passing only, SDI <3)	EA	1	\$150.00	\$150.00
III-22	Step Drawdown Testing	EA	1	\$3,500.00	\$3,500.00
III-23	Disinfect Well/Chlorinate Well (and pump and pump assembly) per AWWA Standards	EA	1	\$3,000.00	\$3,000.00
III-24	Biological Activity Reaction Tests (BART™ Iron Related Bacteria, Slime Forming Bacteria, Sulfate Reducing Bacteria)	EA	1	\$750.00	\$750.00
III-25	Reinstall Wellhead, Column Pipe, Pump and Motor, and Appurtenances	EA	1	\$4,500.00	\$4,500.00
III-26	Bacteriological Sampling and Clearance for Health Department	EA	1	\$1,000.00	\$1,000.00
SUBTOTAL					\$102,900.00

Bid Items IV - Wellfield Maintenance: Additional As-Needed Work					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
IV-1	Furnish and Install Production Well Replacement Column Pipe	Cost Proposal			\$0.00
IV-2	Furnish and Install Production Well Stilling Well	Cost Proposal			\$0.00
IV-3	Furnish and Install Production Well New Pump, Motor, and SS Safety Cables and Accessories	Cost Proposal			\$0.00
IV-4	Disassembly, Inspection, and Reassembly of Pump in Shop	Cost Proposal			\$0.00
IV-5	Pump and Motor Maintenance in Shop	Cost Proposal			\$0.00
IV-6	Additional Well-Related Work not included above	Cost Proposal			\$0.00
SUBTOTAL					\$0.00

Bidder Name Michael Black - Senior Vice President Name of Firm Florida Design Drilling LLC
 Firm's Address 7733 Hooper Road, West Palm Beach, FL 33411 Bidders Contact Information (561) 371-9241 / mike@fldrilling.com
 Date: November 21, 2025 Signature: 

(The Total Bid Price is to be written in numerical figures above. In case of discrepancies or errors, the unit price shown for each bid item shall govern and the corrected Total Bid Price shall be calculated as such.)

ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: Florida Design Drilling LLC

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1	
Name of Firm:	Broward County Water and Wastewater
Contact Person:	Nestor M. Berrios, PE, MECE, PMP
Contact's Email:	NBERRIOS@broward.org
Contact's Phone:	954-831-0728
Date(s) of Service:	September 16, 2022 - Current
Scope of Work:	Downhole well rehabilitation, aboveground mechanical piping improvements, coatings, general contracting services.

REFERENCE 2	
Name of Firm:	Village Of Indiantown Public Water Supply
Contact Person:	Anjuli Panse P.E.
Contact's Email:	apanse@wellingtonfl.gov
Contact's Phone:	561.791.4145
Date(s) of Service:	February 26, 2023 - Current
Scope of Work:	Downhole well rehabilitation, aboveground mechanical piping improvements, coatings, general contracting services.

REFERENCE 3	
Name of Firm:	Florida Power & Light
Contact Person:	Mark Sawyer
Contact's Email:	Mark.SAWYER@fpl.com
Contact's Phone:	330-904-6724
Date(s) of Service:	March 26, 2024 - Current
Scope of Work:	Downhole well rehabilitation, aboveground mechanical piping improvements, coatings, general contracting services.

**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

**Issued to
Daniel Ringdahl**

License No. 11148 Expires 7/31/2027


DISTRICT CERTIFICATION OFFICER

BID BOND

BY THIS BOND, We Florida Design Drilling, LLC,
as Principal ("PRINCIPAL") and Great Midwest Insurance Company, an entity duly organized
under the laws of the State of Texas, as Surety ("SURETY"), are held
and firmly bound unto the City of Pompano Beach ("CITY") in the sum of five percent (5%) of
the Bid amount, for the payment of which PRINCIPAL and SURETY bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, as set forth below.

WHEREAS, PRINCIPAL has submitted a bid for Bid No.
ITB25-056 Well Rehabilitation and Maintenance.

THE CONDITIONS OF THIS BOND are such that CITY accepts the bid of PRINCIPAL and
PRINCIPAL enters into a contract with CITY in accordance with the terms of such bid, and gives
such bond or bonds as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution of the Contract.

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if CITY accepts the bid
of PRINCIPAL and PRINCIPAL fails to timely satisfy the conditions set forth above, then
PRINCIPAL and SURETY, jointly and severally, shall be liable to CITY for the full sum of this
Bond which shall be forfeited to CITY as liquidated damages, not a penalty, as a result of
PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether
CITY ultimately decides to change the Project requirements or resolicit bids.

The remedies are not to be construed as CITY exclusive remedies for PRINCIPAL's failure to
enter into a contract with CITY, but shall be deemed supplemental to all remedies available to
CITY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than
CITY.

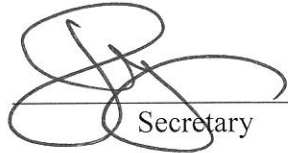
THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Signed and sealed on November 19th, 2025

Bid Number ITB25-056

ATTEST:

Florida Design Drilling, LLC
(Name of Corporation)

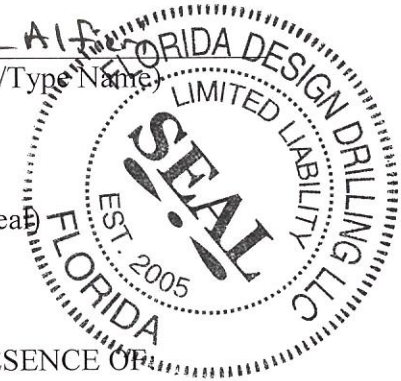

Secretary

By 
(Signature and Title) Senior VP

Jeanine Alf
(Print/Type Name)

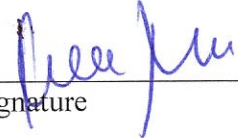
Michael Black - Senior VP
(Print Name and Title Signed Above)

(Corporate Seal)



IN THE PRESENCE OF

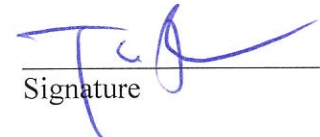
SURETY: Great Midwest Insurance Company


Signature

By 
Agent and Attorney-in-Fact

Kailee Rosenhaus, Witness
(Print Name)

Brett M. Rosenhaus, Attorney-in-Fact
(Print/Type Name)


Signature

Address: 800 Gessner, Ste 600,
(Street)

Taylor Rosenhaus, Witness
(Print Name)

Houston, TX 77024
(City/State/Zip Code)

Telephone No.: (713) 935-0226

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucchi, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

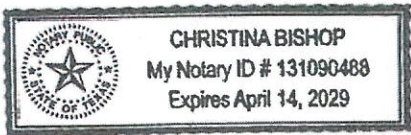


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of November 2025



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # ITB25-056

I, Michael Black - Senior Vice President
(Name and Title)

of Florida Design Drilling LLC, certify that on the NA day of

NA, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>None - FDD self performs all work in Scope with acception of State Certified</u>		
<u>Laboratory Sampling</u>		

Said Local Businesses:

- Did not bid in response to the invitation
 - Submitted a bid which was not the low responsible bid
 - Other: None - FDD self performs all work in Scope with acception of State Certified Laboratory Sampling
- Name and Title: Michael Black - Senior Vice President
- Date: 11/17/2025

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # ITB25-056

1. What portions of the contract have you identified as Local Business opportunities?
None - FDD self performs all work in Scope with acception of State Certified
Laboratory Sampling

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

NA

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

None - FDD self performs all work in Scope with acception of State
Certified Laboratory Sampling

7. List the Local Businesses you will utilize and subcontract amount.

<u>None</u>	\$ <u>NA</u>
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2



MIGUEL LEQUERICA
PROJECT MANAGER
FLORIDA DESIGN DRILLING LLC
(954) 234-0939 MOBILE
MIGUEL@FLDRILLING.COM

Seven years of experience with management of multiple wellfield rehabilitation and maintenance projects. Mr. Lequerica has performed bidding services, permitting, design, and as lead project manager for numerous public and private water supply wellfield rehabilitation efforts. These include maintenance and operational management of individual wells, comprehensive wellfields and new/replacement wells.

Relevant Well Rehabilitation and Wellfield Maintenance Experience

- City of Delray Beach
- Village of Wellington
- Seminole Tribe of Florida
- Broward County
- Village of Tequesta
- City of Hallandale
- Village of Indiantown
- Numerous others

Employment History

- Florida Design Drilling LLC 2018 – Present
- Think Simple 2014 – 2018
- Transcore 2012 – 2014
- US Army 2002 – 2010

Technical Skills

- Certified in Primavera P6 scheduling software.
- Bilingual – English and Spanish.
- LAN / WAN design and configuration
- JavaScript and Python programming fundamentals.
- Corning Fiber Optic Tech
- AutoCAD 2-D Wire Frame
- Proficient in Windows and Mac OS.

Education

University of Toledo 2010 – 2012



MICHAEL BLACK
SENIOR VICE PRESIDENT
FLORIDA DESIGN DRILLING LLC
(561) 371-9241 MOBILE
MIKE@FLDRILLING.COM

Twenty-five years of experience in the field of hydrogeologic consulting and water well contractor services. Majority of experience is involved with management of deep injection well (DIW), water supply well construction and testing and comprehensive wellfield rehabilitation and maintenance. Mr. Black has performed design, permitting and project management for drilling and testing of numerous DIWs, Aquifer Storage and Recovery wells (ASR), Floridan aquifer water supply wells and Surficial and Biscayne aquifer water supply wells. Additionally, Mr. Black has orchestrated design-build teams for several DIW, UFA supply and Water Treatment Plant (WTP) projects. Also performed design and management of rehabilitation efforts for all wells listed above.

Relevant Upper Floridan Aquifer Water Supply Well Experience

- Indiantown/Terra Lago CDD – Upper Floridan Aquifer Supply Wells
- City of Hollywood – Upper Floridan Aquifer Supply Wells
- Seminole Tribe of Florida – Upper Floridan Aquifer Supply Wells
- Polk Regional Water Cooperative – Upper/Lower Florida Supply Wells
- North Springs Improvement District (NSID) – Upper Floridan Aquifer Supply Well
- Seacoast Utility Authority – Upper Floridan Aquifer Supply Well

Deep Injection Well Clients and Project Experience

- Indiantown/Terra Lago CDD – Deep Injection Well System IW-1 and DZMW-1
- Florida Power and Light – Turkey Point Injection Wells DIW-2, DIW-3 and DZMW-2
- TECO Big Bend – IW-1/DZMW-1 and IW-2/DZMW-2
- North Springs Improvement District IW-1 and DZMW-1
- City of St. Pete – IW-5
- City of St. Pete – IW-6 and MW-B-11
- City of Hollywood WTP – Deep Injection Well IW-1 and DZMW-1
- Charlotte County Utilities – Deep Injection Well IW-2
- Florida Power and Light – West County Energy Center Deep Exploratory Well EW-1
- City of Key West – Deep Injection Well IW-2
- Martin County Utilities – Tropical Farms Deep Injection Well System IW-1, IW-2 and DZMW-1

Employment History

Florida Design Drilling LLC 2016 – 2022 and 2023 – Present
All Webbs Enterprises, Inc. - 2022
Cardno, Inc. 2014 – 2016
AMPS, Inc. 2013 - 2014
Malcolm Pirnie, Inc. (Arcadis) 2007 to 2013
LBFH, Inc. (Boyle) 2003 to 2007
Gerhardt M. Witt & Associates, Inc 2001 to 2002

Education

Bachelor's Geology (2000) – Florida Atlantic University



NICHOLAS RUIZ
ASSISTANT PROJECT MANAGER
FLORIDA DESIGN DRILLING LLC
(305) 804-0373 MOBILE
NRUIZ@FLDRILLING.COM

Experienced leadership skills with 7+ years of Project Management experience. 10+ years experience working on construction sites with an OSHA 30hr certification. Also 2+ years working in inventory management with training in back office management. Strong analytical, planning, and problem solving skills, combined with the ability to coordinate the efforts of many to meet organizational goals. Productive and efficient work habits without supervision.

Summary of Qualification

- Project Management
- Inventory Management
- Schedule Management
- Basic Mechanical Knowledge
- Quick to Learn New Skills

Employment History

- Florida Design Drilling LLC, Sept. 2025 – Present
- HEDsouth, Mar. 2023 – Sept. 2025
- Think Simple, Feb. 2015 – Mar. 2023

Education

- Miami Killian Senior High - High School Diploma
- Miami Dade College

Technical Skills

- Bilingual in English and Spanish
- Network Design and Configuration
- Proficient in Windows and Android
- Certified Corning Fiber Optic tech



RAYMOND TORRIE
LEAD SUPERINTENDENT
FLORIDA DESIGN DRILLING LLC
(561) 758-5512 MOBILE
RAYMOND@FLDRILLING.COM

Twenty six years of experience in water well maintenance, construction and testing services. Extensive experience with most wellfields throughout SE Florida. Majority of experience involved with rehabilitation of existing Surficial/Biscayne water supply wells with both screened and open hole finish. Specifically, Mr. Torrie is an expert with identifying well issues and implementing rehabilitation techniques to quickly and efficiently return the well to service. Mr. Torrie's expertise continues above ground to wellhead/piping repair or reconfiguration as necessary. Additionally, Mr. Torrie is equally adept with construction of new water supply well construction and testing and deep supply well rehabilitation and maintenance. Mr. Torrie is widely regarded as the most experienced and qualified well rehabilitation Superintendent in the industry.

Relevant Well Rehabilitation and Wellfield Maintenance Experience

- City of Delray Beach
- Village of Wellington
- Seminole Tribe of Florida
- Broward County
- Village of Tequesta
- City of Hallandale
- Palm Beach County
- Numerous others

Employment History

Florida Design Drilling LLC 2019 – Present
Aquifer Maintenance and Performance Systems (AMPS) 1999 – 2019

Education / Licenses

Siparia Senior Comprehensive School – Trinidad
Certified Welder
Certified Well Pump Installer

**Request for Taxpayer
 Identification Number and Certification**
 Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Florida Design Drilling LLC
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions. 7733 Hooper Road
	6	City, state, and ZIP code West Palm Beach, Florida 33411
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	2	7	7	9	5	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 2.26.2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Florida Design Drilling LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/ USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 1250269

Client Company ID Number: 2367657

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Florida Design Drilling LLC (Employer) hereby designates and appoints Equifax Workforce Solutions LLC (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1250269

Client Company ID Number: 2367657

Approved by:

Employer	
Florida Design Drilling LLC	
Name (Please Type or Print) Jeanine Alfieri	Title
Signature Electronically Signed	Date 01-25-2024
E-Verify Employer Agent	
Equifax Workforce Solutions LLC	
Name (Please Type or Print) Team EVerify Operations	Title
Signature Electronically Signed	Date 01-25-2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01-25-2024



Company ID Number: 1250269

Client Company ID Number: 2367657

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Florida Design Drilling LLC
Company Facility Address	7733 Hooper Road WestPalmBeach, FL 33411
Company Alternate Address	
County or Parish	WASHINGTON
Employer Identification Number	202779560
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 1250269

Client Company ID Number: 2367657

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 1250269

Client Company ID Number: 2367657

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jeanine Alfieri
Phone Number	5617621837
Fax	
Email	jeanine@Fldrilling.com



Company ID Number: 1250269

Client Company ID Number: 2367657



This list represents the first 20 Program Administrators listed for this company.

EXHIBIT C – Insurance Requirements

The insurance described herein reflects the requirements deemed necessary for this contract by the City. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to the City staff

responsible for oversight of the subject project/contract.

CONTRACTOR is responsible for delivering to the CITY for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
- B. Liability Insurance
 1. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to

claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.

2. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

TYPE OF INSURANCE LIMITS OF LIABILITY

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

comprehensive form bodily injury and property damage

premises - operations bodily injury and property damage

explosion & collapse

hazard

underground hazard

products/completed bodily injury and property damage combined

operations hazard

contractual insurance bodily injury and property damage combined

broad form property damage, bodily injury, and property damage combined

independent contractor's personal injury

personal injury

sexual abuse/molestation

liquor legal liability

AUTOMOBILE LIABILITY:

Minimum \$ occurrence and \$1,000,000 Per aggregate

comprehensive form

owned

hired

non-owned

Please note that Florida Statutes Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY:

Comprehensive form

Agent must show proof they have this coverage.

EXCESS LIABILITY:

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate
XX other than umbrella bodily injury and property damage combined

ENVIRONMENTAL / POLLUTION LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis
XX environmental/pollution liability

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis professional liability

CONTRACTOR is required to provide Professional Liability if engineering and design are used.

CYBER LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- Network Security / Privacy Liability
- Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

3. If Professional Liability is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for the Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.

- D. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
1. Certificates of Insurance evidencing the required coverage;
 2. Names and addresses of companies providing coverage
 3. Effective and expiration dates of policies; and
 4. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
- E. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
- F. **Waiver of Subrogation:** The contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
- G. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard 060.
- H. Builder Risk insurance is not required.