

Exhibit B



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

STORMWATER AND WASTEWATER MAINTENANCE SERVICES

REQUEST FOR PROPOSALS
NO. 2022-17

CITY OF WESTON, FLORIDA
REQUEST FOR PROPOSALS NO. 2022-17

STORMWATER AND WASTEWATER MAINTENANCE SERVICES

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SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively "CITY") will be accepting sealed proposals for:

STORMWATER AND WASTEWATER MAINTENANCE SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2022-17

The CITY is requesting proposals from qualified PROPOSERS to provide labor, supervision, equipment, supplies, tools, permitting, maintenance of traffic, safety measures and all other necessary incidentals for continuing services for the vacuum cleaning/jetting and inspection of, and emergency response to, CITY owned utility infrastructure (stormwater, water, and wastewater). The CITY infrastructure requiring maintenance services include, but is not limited to, stormwater catch basins, inlets, manholes, pipe outfall, and pollution control devices; wastewater (sanitary sewer) manholes and gravity mains; and wastewater lift stations, along with emergency response during water and forcemain breaks and/or sewer spills or overflow. PROPOSERS shall have maintenance of traffic trained personnel.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

PROPOSER QUALIFICATIONS

Proposals will only be considered from firms that are regularly engaged in the business of providing services described above for governmental agencies/utility agencies. PROPOSER must be able to demonstrate a record of exceptional performance and have sufficient financial resources, equipment, and organization to satisfactorily provide the services required.

PROPOSERS shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) PROPOSERS shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that this RFP is issued and shall have a primary or branch office in Miami- Dade, Broward, or Palm Beach County, Florida; ii) PROPOSERS shall be certified underground utility and excavation contractors licensed by the State of Florida OR State of Florida registered contractor with certificate of competency issued by Broward County in Pipeline Rehabilitation - Class "1A-D". Copies of the licenses shall be provided; and iii) PROPOSERS shall provide at least three references (Form 3) for similar work performed to show evidence of qualifications and previous experience.

PROPOSERS shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing vacuum cleaning and jetting services for stormwater and wastewater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.

MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **January 12, 2023 at 2:00 p.m.**, local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a

CERTIFICATE OF COMPETENCY



JAMES A. SCRIMA

Pipeline Rehabilitation

A & A DRAINAGE & VAC SERVICES INC

CC# 15-1A-D-19626-*

EXPIRES 2023-08-31

PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Proposal for RFQ No. 2022-17 for Stormwater and Wastewater Maintenance Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID = m77a1f2b197794870c71ef5ae46e484bc
	You may also connect to: www.webex.com
	<ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Thursday, Jan 12, 2023 2:00 pm Eastern Standard Time (New York, GMT-05:00)
Event Number:	2315 667 2183
Event Password:	weston
Audio conference:	Join by phone 415-655-0001 US Toll 937866 from phones

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on January 30, 2023 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for RFQ No. 2022-17 for Stormwater and Wastewater Maintenance Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID = m2d11bc4c5b04829b109d7e4a5bfb3289
	You may also connect to: www.webex.com
	<ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Monday, Jan 30, 2023 2:00 pm Eastern Standard Time (New York, GMT-05:00)
Event Number:	2316 248 2290
Event Password:	weston
Video Address:	23173774448@westonfl.webex.com You can also dial 173.243.2.68 and enter your meeting number.

Audio conference:	Join by phone 415-655-0001 US Toll 92783928 from phones
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AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy of RFP No. 2022-17, Stormwater and Wastewater Maintenance Services by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00 will be required to be submitted with the proposal.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement , Martha Perez-Garviso at mperezgarviso@westonfl.org, with "RFP No. 2022-17 for Stormwater and Wastewater Maintenance Services"** in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor
Mary Molina-Macfie, Commissioner
Byron L. Jaffe, Commissioner
Chris Eddy, Commissioner; and
Henry Mead, Commissioner

Thaddeus Bielecki, Director of Landscaping, Selection Committee Member;
Denise Barrett-Miller, Director of Communications, Selection Committee Member;
Kara Petty, Director of Parks and Recreation, Selection Committee Member;
Francisco Lopez, Parks Superintendent, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all proposals;
- B. Waive any informality in a proposal;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all qualifications statements in part or in whole; and
- E. Request additional information as appropriate.

2. The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
- D. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: December 30, 2022

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The CITY is requesting proposals from qualified PROPOSERS to provide continuing services for services as described in the Notice to Proposers.

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

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.4 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound original set and one (1) digital copy in Adobe PDF format on a CD/USB drive. Each copy shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples.

The outside of the sealed package must clearly indicate the submitting "**RFP No. 2022-17 for Stormwater and Wastewater Maintenance Services**" number and a specific contact person should be included on the outside of the box.

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

2.7 Signatures

A.

in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.

B.

Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.

C.

Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.

D.

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

E.

Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.8 Proposal Format

A.

The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.

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

C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The following forms shall be completed and submitted with the Proposal:

- Proposal Form 1: PROPOSER's Statement of Organization
- Proposal Form 2: Personnel
- Proposal Form 2A: CONTRACTOR's Equipment List
- Proposal Form 3: References
- Proposal Form 4: Non-Collusion Affidavit
- Proposal Form 5: Drug-Free Workplace
- Proposal Form 6: Independence Affidavit
- Proposal Form 7: Acknowledgment of Addenda
- Proposal Form 8: Proposal Security
- Proposal Form 9: Scrutinized Companies
- Proposal Form 10: E-Verify Affidavit
- Proposal Form 11: Public Entity Crimes
- Proposal Form 12: Certification to Accuracy of Proposal
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Subcontractors List
- Exhibit D: Transition Plan (**Not Applicable**)
- Statement of Financial Stability

E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project (does or does not) meet the City Code definition of a public works project.

F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).

- Exhibit A: Certificate of Insurance
- Exhibit E: Performance & Payment Security

2.9 Submittal, Receipt and Opening of Proposals

A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement
City of Weston

17200 Royal Palm Boulevard
Weston, Florida 33326

- B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at CITY Hall.
- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

2.13 Additional Terms and Conditions

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

2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.

- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The CITY Manager shall determine whether a proposal is to be disqualified in such instances.
- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all proposals;
 - 2. Waive any informality in a proposal;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
 - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - 3. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
 - 4. In the event of a sole proposal, reject the sole proposal.

2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not

submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.18 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY, proof of insurance as required herein.

2.19 Protest Procedures

- A. Standing: Parties that are not actual PROPOSERS, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to Qualify: Upon notification by the CITY that a PROPOSER is deemed non-responsive and/or non-responsible, the PROPOSER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. A protest may be filed with prior notice to the Office of the City Clerk at City Hall during the following operating hours:

Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.

- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a PROPOSER who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all proposals is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.
- E. Protest Bond: A PROPOSER filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual PROPOSERS shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual PROPOSERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.
- G. Stay of Award of Agreement or RFP Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

- H. Appeals to City Commission: Any actual PROPOSER who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk. An appeal may be filed in person at City Hall with prior notice to the Office of the City Clerk.
- I. Failure to File Protest: An actual PROPOSER that does not formally protest or appeal in accordance with this Section shall not have standing.

2.20 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
 - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
 - 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
 - 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
 - 5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.21 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER 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;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

2.22 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

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SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
 - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. ****

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
1. PROPOSER's financial ability to perform the services described in the Agreement.
 2. Qualifications of the PROPOSER's personnel and equipment, including the type, quality, and quantity of equipment currently owned by the PROPOSER to be utilized to perform the services pursuant to this RFP and Agreement.
 3. PROPOSER's experience and performance on comparable contracts in providing vacuum cleaning and jetting services for stormwater and wastewater infrastructure for government agencies/utilities with infrastructure similar in scope, size, and complexity as those owned and managed by the CITY.
 4. PROPOSER's cost based on Exhibit B - Fee Schedule.
- C. The Selection Committee may interview some or all of the PROPOSERS. During the evaluation process, the Selection Committee may request any or all PROPOSERS to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. PROPOSER's financial ability to perform the services described in the Agreement.				
B. Qualifications of the PROPOSER's personnel and equipment, including the type, quality, and quantity of equipment currently owned by the PROPOSER to be utilized to perform the services pursuant to this RFP and Agreement.				
C. PROPOSER's experience and performance on comparable contracts in providing vacuum cleaning and jetting services for stormwater and wastewater infrastructure for government agencies/utilities with infrastructure similar in scope, size, and complexity as those owned and managed by the CITY.				
D. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4
PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.
- B. The proposal security shall be in the form of a cashier's check payable to "CITY of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER: A & A Drainage & Vac Services, Inc.

2. Principal Business Address, Phone and Fax Numbers & Email Address:
3555 Meadowbrook Way Davie, Florida 33328
(954) 680-0294. jim@aadrainage.com

3. Principal Contact Person(s):
Jim Scrima

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):
S Corporation

A. If a corporation, in what state incorporated: Florida

B. Date Incorporated: 01/26/2000 P00000010613

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):
n/a

E. If other than a corporation or partnership, describe organization and name of principals.
n/a

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name	Title
James Scrima	President/CFO
Amber Scrima.	Secretary

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. 18

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. <u>A & A Drainage & Vac Services, Inc. (aka) A & A Drainage</u>		
B.		
C.		
D.		

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. <u>N/A</u>
B.
C.
D.

9. County or municipal business tax receipt number (attach copies):

County: 127348

Municipal: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?
Yes ___ No If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ___ No If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ___ No If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?
Yes ___ No If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ___ No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ___ No If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ___ No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ___ No If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

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

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

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

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

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

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

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

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

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


Signature (Blue Ink Only)

12/31/2020

Date

James Scrima

Print Name

President

Title

FORM 2

PERSONNEL

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

- A. James Scrima President/CFO
- B. I just entered my 23rd year as owner of A & A Drainage I excel in cleaning, locating drains, cleaning sewer systems, liftstation cleaning, data entry, emergencies and other aspects of the company operations
- C. Education:
Degree(s) - I Graduated from high school and some college then became a police officer for about 23.5 years while i built up A & A Drainage.
Year and specialization - General
Certificates
Year and specialization
- D. Professional references: (List a minimum of three)
Erik Day - Partial owner of Warren Henry Group (786) 375-0595
Emerick Salas - Double Board Certified plastic surgeon. (305) 951-1545
Jermon Bushrod - retired football player (540) 226-0365
- E. Other relevant experience and Qualifications -
1- I have been providing services to the City of Weston for approximately 17 years.
2- I provide services to the City of Fort Lauderdale and Cooper City under contract.
3- I have had and completed a contract for storm drain cleaning for the City of Coral Springs.
4- I have completed a storm drain cleaning contract with the City of Westpark
5- The following cities have used the City of Weston contract as a piggy-back = Pembroke Pines, North Miami, Miami Beach, Hallandale, Miramar, South West Ranches.
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement. see attached
1- Broward County Certificate of Comprtency CC#15-1A-D-19626
2- Nassco- PACP,LACP,MACP Certified P0040580-122022

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or leased.

Item#	Title or Description of Equipment	Quantity	Owned/Leased	Age
1	VAC TRUCK	1	OWNED	2009
2	VAC TRUCK	1	OWNED	2009
3	VAC TRUCK	1	OWNED	2005
4	VAC TRUCK	1	OWNED	2011
5	PUMP TRUCK	1	OWNED	2007
6	PUMP TRUCK	1	OWNED	2010
7	PUMP TRUCK	1	OWNED	2009
8	PUMP TRUCK	1	OWNED	2011
9	PUMP TRUCK	1	OWNED	2007
10	CAMERA TRUCK	1	OWNED	2014
11				
12				
13				
14				
15				
16				
17				

FORM 23

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: STORMWATER AND WASTEWATER MAINTENANCE SERVICES

Name of Consultant/Contractor: A & A DRAINAGE AND VAC SERVICES INC (AKA: A & A DRAINAGE)

Bid/RFP/RFQ No: 2022-17 Opening Date: JANUARY 30TH, 2023

This form SHALL be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): STANLEY JACQUES

2. Name of Firm/Agency: CITY OF COOPER CITY

3. Title/Position: UTILITIES STORMWATER FOREMAN/UTILITIES INSPECTOR

4. Email Address: SJACQUES@COOPERCITY.GOV Phone #: 954-675-8112

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?
Description of Work/Title of Project
STORM DRAIN CLEANING, DRAINAGE REPAIRS, ON CALL SERVICES WHEN CITY EQUIPMENT WAS DOWN

	Approximate Completion (Month/Year) <u>ON GOING CONTRACT</u>
--	---

6. What was the approximate contract value of this work? \$493,037.23 7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?
 Yes No

9. Was the Consultant/Contractor generally responsive to your requests?
 Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?
Always completes what is required. If

Signature of Reference: Stanley Jacques

Date: 1/5/23

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: Stormwater and Wastewater Maintenance Services

Name of Consultant/Contractor: A & A Drainage and Vac Services, Inc (AKA: A & A Drainage)

Bid/RFP/RFQ No: 2022-17 Opening Date: January 30th, 2023

This form SHALL be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): Jud Hopping

2. Name of Firm/Agency: CITY OF FORT LAUDERDALE

3. Title/Position: Distribution and Collection Manager

4. Email Address: JUDH@FORTLAUDERDALE.GOV Phone #: 954-868-7776

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?

Description of Work/Title of Project
SEWAGE REMOVAL, SEWER JETTING, STORM DRAIN CLEANING(FOR OTHER DEPARTMENT HEADS)

Approximate Completion (Month/Year)
ON GOING

6. What was the approximate contract value of this work? 5,051,990.24 7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?
 Yes No

9. Was the Consultant/Contractor generally responsive to your requests?
 Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?

Signature of Reference: Jud Hopping
#77685/6

Date: 1/5/23

CITY OF WESTON

PROPOSER REFERENCE FORM

Solicitation Title: STORMWATER AND WASTEWATER MAINTENANCE SERVICES

Name of Consultant/Contractor: A & A DRAINAGE & VAC SERVICES, INC. (AKA: A & A DRAINAGE)

Bid/RFP/RFQ No: 2022-17

Opening Date: JANUARY 30TH, 2023

This form SHALL be completed and signed by each Consultant/Contractor's Reference.

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (person): JAMES MOREO

2. Name of Firm/Agency: CITY OF WESTON

3. Title/Position: UTILITIES MANAGER

4. Email Address: Jmoreo@westonfl.org Phone #: 954-558-0025

5. What type of work or service has the Consultant/Contractor performed for you or your agency and when?

Description of Work/Title of Project

STORM DRAIN CLEANING, DRAIN NUMBERING, GRATE REPLACEMENT, SEWER CLEANING, LIFT STATION MAINTENANCE CLEANING, EMERGENCY AND NON EMERGENCY CALLS FOR REPAIRS AND BREAKS,

Approximate Completion (Month/Year)

ON GOING CONTRACT

6. What was the approximate contract value of this work? \$5,611,567.96

7. Was the work generally completed on-time and within budget?

Yes No

8. Did the Consultant/Contractor meet the expectations and needs of the project?

Yes No

9. Was the Consultant/Contractor generally responsive to your requests?

Yes No

10. Is there anything else you wish to let us know about this Consultant/Contractor?

Very Timely + very professional.
A company you can count on when you need them!

Signature of Reference: [Signature]

Date: 1/10/2023

FORM 4

NON-COLLUSION AFFIDAVIT

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

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



Signature (Blue Ink Only)

12/31/2022

Date

James Scrima

Print Name

President/CFO

Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that A & A Drainage & Vac Services, Inc. does:
(Name of PROPOSER)

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

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


Signature (Blue Ink Only)

12/31/2022
Date

James Scrima
Print Name

President/CFO
Title

FORM 6

INDEPENDENCE AFFIDAVIT

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

I am James Scrima. of A & A Drainage, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

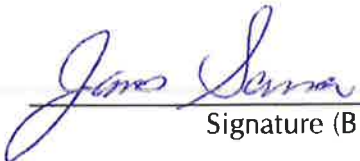
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

I have had a contract with the City of Weston for the past almost 16 years performing emergency and non emergency calls, storm drain cleaning, lift station cleaning, sewer jetting, inspections, etc.



Signature (Blue Ink Only)

12/31/2022

Date

James Scrima

Print Name



President/CFO

Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	1/24/2023	James Scrima	president	
2	1/25/2023.	James Scrima	president	

FORM 9

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.



Signature (Blue Ink Only)

12/31/2022

Date

James Scrima

Print Name

President/CFO

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.



Signature (Blue Ink Only)

12/31/2022

Date

James Scrima

Print Name

President/CFO

Title

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 [Jim Scrima](#) 

Tutorial

Knowledge Test Results

Congratulations!

Jim Scrima (JSCR5175), your score is 89.29%

Jim Scrima, you successfully completed this tutorial and passed the E-Verify Knowledge Test on January 6, 2023. Use your browser's print capability to obtain a copy of this page for your records.



To use E-Verify, select 'Exit Knowledge Test.'

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

[Next](#)

[Exit Knowledge Test](#)

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Jim Scrima



My Company Account

My Company Profile

Company Information

Company Name

A & A Drainage & Vac Services, Inc

Doing Business As (DBA) Name

A & A Drainage

Company ID

2053841

Enrollment Date

Jan 06, 2023

Employer Identification Number (EIN)

650981530

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

811

Sector

Other Services (Except Public Administration)

Subsector

Repair and Maintenance

[Edit Company Information](#)

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Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Hiring Sites

Physical Address

3555 Meadowbrook Way
Davie, FL 33328

Number of Sites

1

Mailing Address

Same as Physical Address

[Edit Hiring Sites](#)

[Edit Company Addresses](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

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[Accessibility](#) [Plug-ins](#) [Site Map](#)



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FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. 2022-17

2. This sworn statement is submitted by: A & A Drainage & Vac Services, Inc
(name of entity submitting sworn statement)

whose business address is: 3555 Meadowbrook Way
Davie, Florida 33328

Federal Identification Number
(FEIN) is: P00000010613
(if applicable)

Social Security Number:
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: James Scrima
(print name of individual signing this document)

and my relationship to the entity is: Owner

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)



Signature (Blue Ink Only)

12/31/2022

Date

James Scrima

Print Name

President/CFO

Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

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

Before me, the undersigned authority, on this day personally appeared James Scrima, who, upon being duly sworn, deposes and says:

1. I am James Scrima of A & A Drainage, the PROPOSER that has submitted the attached Proposal;
2. I James Scrima certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

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FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

(CONTINUED)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

James Scrima
Signature (Blue Ink Only)

1/10/2023
Date

James Scrima
Print Name

President/CFO
Title

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of January, 2023, by James Scrima as President / CFO
(Name of person acknowledging) (Title)

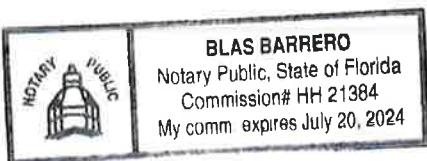
for A & A Drainage
(Company name)

Personally known to me or has produced Identification , type of identification produced Florida Driver License.

(NOTARY SEAL HERE)

[Signature]
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



AGREEMENT DOCUMENTS

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

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CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

STORMWATER AND WASTEWATER MAINTENANCE SERVICES

AGREEMENT DOCUMENT

RFP No. 2022-17

REVISED EXHIBIT B
FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Inspection of stormwater catch basins, inlets, weirs, and manholes	1,000	Each	\$ 20.00	\$ 20,000.00
2	Cleaning of stormwater catch basins, inlets, manholes, and associated pipe to downstream structure	1,000	Each	\$ 100.00	\$ 100,000.00
3	Cleaning of wastewater manhole and associated pipe to downstream structure (< 10" Gravity Main)	1600	Each	\$ 105.00	\$ 168,000.00
4	CCTV (< 10" Gravity Main)	20,000	L.F.	\$ 1.00	\$ 20,000.00
5	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	500	Hr.	\$ 135.00	\$ 82,500.00
6	Vacuum Truck service, with two operators (all other hours)	100	Hr.	\$ 145.00	\$ 14,500.00
7	Cleaning of Lift Station Wet Well	70	Each	\$ 450.00	\$ 31,500.00
8	Maintenance Foreman	100	Hr.	\$ 0.00	\$ 0.00
9	Maintenance Tech	200	Hr.	\$ 20.00	\$ 4,000.00
10	Pump Truck service w/ operator, (M-F, 7am to 5pm), Tank Size: 4,000 to 5,000 gallons	100	Hr.	\$ 135.00	\$ 13,500.00
11	Pump Truck service w/ operator, (all other hours), Tank Size: 4,000 to 5,000 gallons	50	Hr.	\$ 145.00	\$ 7,250.00
Item No.	Description	Est. Cost	Max Allowable Markup is 10%		Total Price
12	Estimated Annual Cost of Materials (purchase of catch basin grates, manhole lids, Decals, etc.)	\$10,000	%		\$ 11,000.00 (Est. Cost + Markup)
GRAND TOTAL (Items 1 thru 12):					\$ 472,250.00

Pay Item Notes:

1. Pay Items #1 and 2 – See section 2.2.B.1 for scope of work. Unit price is per structure inspected or cleaned (includes cleaning of downstream pipeline, varying length and diameter)
2. Pay Item #3 – See section 2.2.B.2 for scope of work. Unit price is per manhole structure cleaned including cleaning of downstream pipeline (avg. length 300 l.f.).
3. Pay Item #4 - See section 2.2.B.3 for scope of work. Unit price is per linear feet.
4. Pay Item #5, 6, 10, and 11 - See section 2.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site. Travel time costs shall be included in the unit rates. 2-hour minimum will apply for callouts.
5. Pay Item #7 – See section 2.2.B.4 for scope of work. Unit price is per each wet well cleaned.
6. Pay Items #8, 9, and 12 – See section 2.2.B.5 for scope of work.

James Devine

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	None.	
2		
3		
4		
5		
6		
7		
8		
9		

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[Vehicle Registration](#)



[Property Tax](#)

[Business Tax](#)



[Tourist Tax](#)

[Search](#) > Account Summary

Business Tax Account #127348

A & A DRAINAGE VAC SERVICES INC | [Request a change to your Business Tax Account](#)

Current owner:

JAMES SCRIMA/QUAL

Current business address:

3555 MEADOWBROOK WAY
DAVIE, FL 33328-7329

[More Details](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/30/2022** for **\$59.05**. [Print this receipt \(PDF\)](#)

Account History

RECEIPTS		AMOUNT DUE		STATUS	ACTION
2023 Receipt #189-270454	10/01/2022 - 09/30/2023	\$0.00	Paid \$59.05	11/30/2022	Receipt #WWW-22-00130173
2022 Receipt #189-270454	10/01/2021 - 09/30/2022	\$0.00	Paid \$58.75	02/04/2022	Receipt #WWW-21-00172955
2021 Receipt #189-270454	10/01/2020 - 09/30/2021	\$0.00	Paid \$29.70	10/21/2020	Receipt #03C-20-00000259
2020 Receipt #189-270454	10/01/2019 - 09/30/2020	\$0.00	Paid \$27.00	07/29/2019	Receipt #05A-18-00007579
2019 Receipt #189-270454	10/01/2018 - 09/30/2019	\$0.00	Paid \$27.00	09/25/2018	Receipt #03A-17-00005621
2018 Receipt #189-270454	10/01/2017 - 09/30/2018	\$0.00	Paid \$58.75	01/19/2018	Receipt #15B-17-00000291
2017 Receipt #189-270454	10/01/2016 - 09/30/2017	\$0.00	Paid \$3.00	10/14/2016	Receipt #03B-16-00000183
			Payment \$29.70	10/14/2016	Receipt #52A-16-00000141
2016 Receipt #189-270454	10/01/2015 - 09/30/2016	\$0.00	Paid \$27.00	07/15/2015	Receipt #10B-14-00009090
2015 Receipt #189-270454	07/15/2015 - 09/30/2015	\$0.00	Paid \$13.50	07/15/2015	Receipt #10B-14-00009090
Total Amount Due		\$0.00			

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[Vehicle Registration](#)



[Property Tax](#)

[Business Tax](#)



[Tourist Tax](#)

[Search](#) > [Account Summary](#) > Bill Details

Business Tax Account #127348

A & A DRAINAGE VAC SERVICES INC | [Request a change to your Business Tax Account](#)

Current owner:
JAMES SCRIMA/QUAL

Current business address:
3555 MEADOWBROOK WAY
DAVIE, FL 33328-7329
[More Details](#)

2023 Details

Account number:	127348	Mailing address:	A & A DRAINAGE VAC SERVICES INC 3555 MEADOWBROOK WAY DAVIE, FL 33328-7329
Business start date:	07/15/2015		
Physical business location:	DAVIE	Owner(s):	JAMES SCRIMA/QUAL 3555 MEADOWBROOK WAY DAVIE, FL 33328-7329
Business address:	A & A DRAINAGE VAC SERVICES INC 3555 MEADOWBROOK WAY DAVIE, FL 33328-7329		

RECEIPTS AND OCCUPATIONS

RECEIPT 189-270454

[Print this receipt \(PDF\)](#)

CONTRACTORS ALL OTHER TYPES CONTRACTOR	10/01/2022 - 09/30/2023	Units: 6	\$0.00
Documentation required by occupation:	State Certification OR Broward Cert. of Comp. (each year)		
Document received:	CC#15-1A-D-19626-		

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss
January - December 2022

	TOTAL
Income	
Construction	1,132,057.31
Total Income	\$1,132,057.31
Cost of Goods Sold	
Cost of Goods Sold	25,720.00
Job Materials	34,938.72
Total Cost of Goods Sold	\$60,658.72
GROSS PROFIT	\$1,071,398.59
Expenses	
Advertising	3,071.52
Automobile Expense	175,729.28
BMW financial	3,072.79
Total Automobile Expense	178,802.07
Bank Service Charges	15.00
Credit Card	3.75
CREDIT CARD FEES	115.01
day labor	1,849.43
dump	7,662.69
dump county charges	204.00
Insurance	25,393.41
Health	9,265.71
Work Comp	1,656.00
Total Insurance	36,315.12
Licenses and Permits	2,412.00
maintenance	2,900.00
Miscellaneous	-77,923.07
over payment	-21.00
Payroll Expenses	
Company Contributions	
Health Insurance	1,961.45
Total Company Contributions	1,961.45
Taxes	20,157.84
Wages	237,759.08
Total Payroll Expenses	259,878.37
Professional Fees	896.00
QuickBooks Payments Fees	240.00
Telephone	3,162.24
Travel & Ent	
Meals	22,680.44
Total Travel & Ent	22,680.44

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss
January - December 2022

	TOTAL
uniforms	6,711.20
Utilities	1,185.05
Gas and Electric	1,251.80
Water	1,312.87
Total Utilities	3,749.72
Total Expenses	\$452,724.49
NET OPERATING INCOME	\$618,674.10
Other Expenses	
Reconciliation Discrepancies-1	-1,384.64
Total Other Expenses	\$ -1,384.64
NET OTHER INCOME	\$1,384.64
NET INCOME	\$820,058.74

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss
January - December 2021

	TOTAL
Income	1,462,908.63
Construction	-951.87
Reimbursed Expenses	\$1,461,956.76
Total Income	
Cost of Goods Sold	53,466.00
Cost of Goods Sold	137,836.56
Job Materials	\$191,302.56
Total Cost of Goods Sold	\$1,270,654.20
GROSS PROFIT	
Expenses	11,577.72
Advertising	402,856.62
Automobile Expense	5,267.64
BMW financial	408,124.26
Total Automobile Expense	108.75
Bank Service Charges	3.75
Credit Card	26.25
CREDIT CARD FEES	7,877.50
day labor	172,732.99
Depreciation Expense	1,000.00
Donations	11,260.02
dump	3,388.39
dump county charges	355.65
Electric	11,349.18
Insurance	12,610.20
Health	21,594.00
Work Comp	45,553.38
Total Insurance	8,083.02
Interest Expense	625.00
Licenses and Permits	48,637.42
maintenance	14,595.00
Office	63,232.42
Total maintenance	19,490.51
Office Supplies	295,550.00
payroll - officer	
Payroll Expenses	33,753.24
Taxes	206,119.25
Wages	239,872.49
Total Payroll Expenses	4,350.50
Professional Fees	220.00
QuickBooks Payments Fees	

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss

January - December 2021

	TOTAL
Telephone	3,039.14
Telephone - business main	2,419.82
Total Telephone	5,458.96
Travel & Ent	7,691.75
Entertainment	3,001.87
Meals	31,194.65
Total Travel & Ent	41,888.27
uniforms	13,294.66
Utilities	2,732.47
Gas and Electric	2,159.48
Water	3,377.28
Total Utilities	8,269.23
Total Expenses	\$1,362,343.72
NET OPERATING INCOME	\$ -91,689.52
Other Income	
GAIN ON SALE OF ASSETS	203,000.00
Total Other Income	\$203,000.00
NET OTHER INCOME	\$203,000.00
NET INCOME	\$111,310.48

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss

January - December 2020

	TOTAL
Income	
Construction	2,328,361.93
Sales	-79,055.86
Sales of Product Income	3,700.00
Total Income	\$2,253,006.07
Cost of Goods Sold	
Cost of Goods Sold	16,057.50
Job Materials	159,930.82
Total Cost of Goods Sold	\$175,988.32
GROSS PROFIT	\$2,077,017.75
Expenses	
Advertising	5,351.11
Automobile Expense	628,432.20
Bank Service Charges	135.00
day labor	47,158.15
Depreciation Expense	133,110.15
dump	17,051.99
dump county charges	1,966.68
Electric	327.18
Insurance	2,505.00
Liability Insurance	4,220.00
Work Comp	22,795.41
Total Insurance	29,520.41
Interest Expense	10,196.37
Finance Charge	194.86
Total Interest Expense	10,391.23
Licenses and Permits	59.40
maintenance	24,726.48
Office	5,345.64
Total maintenance	30,072.12
Office Supplies	8,690.09
payroll - officer	293,702.50
Payroll Expenses	
Company Contributions	
Health Insurance	0.00
Total Company Contributions	0.00
Taxes	47,081.74
Wages	364,389.75
Total Payroll Expenses	411,471.49

A & A Drainage & Vac Services Inc. EIN#65-0981530

Profit and Loss

January - December 2020

	TOTAL
Professional Fees	900.00
Accounting	712.50
Total Professional Fees	1,612.50
QuickBooks Payments Fees	269.70
Subcontractors	11,125.00
Telephone	3,294.33
mobile employee contact	2,356.66
Telephone - business main	2,693.11
Total Telephone	8,344.10
Travel & Ent	
Meals	42,295.81
Total Travel & Ent	42,295.81
uniforms	21,918.30
Utilities	
Gas and Electric	5,390.91
Water	1,469.88
Total Utilities	6,860.79
Total Expenses	\$1,709,865.90
NET OPERATING INCOME	\$367,151.85
Other Income	
GAIN ON SALE OF ASSETS	147,623.94
Other Income-EIDL/PPP	116,292.00
Total Other Income	\$263,915.94
Other Expenses	
LOSS ON EQUIPMENT	14,752.82
Reconciliation Discrepancies-1	0.00
Total Other Expenses	\$14,752.82
NET OTHER INCOME	\$249,163.12
NET INCOME	\$616,314.97



CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

James Scrima



Certification Number: P0040580-122022

Expiration Date: 12/19/2025

Sheila Joy
Sheila Joy
Executive Director



Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Profit Corporation
A & A DRAINAGE & VAC SERVICES, INC.

Filing Information

Document Number	P00000010613
FEI/EIN Number	65-0981530
Date Filed	01/26/2000
State	FL
Status	ACTIVE

Principal Address

3555 Meadowbrook Way
Davie, FL 33328

Changed: 07/18/2020

Mailing Address

PO Box 266407
Weston, FL 33326

Changed: 07/18/2020

Registered Agent Name & Address

SCRIMA, JAMES
3555 Meadowbrook Way
Davie, FL 33328

Address Changed: 07/18/2020

Officer/Director Detail

Name & Address

Title President, CFO

SCRIMA, JAMES
PO Box 266407

Davie, FL 33326

Title Secretary

Scrima, Amber
 PO Box 266407
 Weston, FL 33326

Annual Reports

Report Year	Filed Date
2020	01/16/2020
2021	01/29/2021
2022	01/04/2022

Document Images

01/04/2022 -- ANNUAL REPORT	View image in PDF format
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01/24/2016 -- ANNUAL REPORT	View image in PDF format
02/03/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
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01/19/2001 -- ANNUAL REPORT	View image in PDF format
01/26/2000 -- Domestic Profil	View image in PDF format

ADDENDUM NO. 1

RFP TITLE: Stormwater and Wastewater Maintenance Services

RFP NO: 2022-17

DATE: January 24, 2023

To All Proposers:

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

A. CHANGES IN THE RFP DOCUMENTS

1. The Exhibit B, Fee Schedule has been revised to include additional line items. Revised Exhibit B, Fee Schedule to be utilized is attached herein.
2. SECTION 1, NOTICE TO PROPOSERS, PROPOSER QUALIFICATIONS, second paragraph, qualification ii) has been changed to read as follows:

ii) PROPOSERS shall be certified underground utility and excavation contractors licensed by the State of Florida OR State of Florida registered contractor with certificate of competency issued by Broward County as Engineered Construction Contractor OR Broward County certificate of competency under Specialty Engineered Construction Contractor Category 1A-D - Pipeline Rehabilitation

3. Agreement Document, Section 2.2, B. – 3. Has been corrected as follows:

3. *Wastewater Gravity Pipeline Cleaning with Closed Circuit Television (CCTV) Inspection – CCTV shall be defined as the digital recording of the internal condition of the Pipe and structures. Some examples of types of pipe found in the system are Ductile Iron, Corrugated Metal, Corrugated HDPE, Concrete, and PVC. CONTRACTOR shall record actual sizes, condition, number of inlets and outlets, and materials used in construction for all structures and appurtenances. All photo and Video will be in color and a minimum of 2 megapixel resolution. Video data will be indexed to allow accurate length and diameters to be recorded. All information shall be able to migrate to a GIS database. The Contractor is responsible for the safety of the site up to and including the completion of the work. Work orders for wastewater gravity main line cleaning with CCTV inspection shall follow the cleaning requirements noted in section ~~2-2.B.1~~ 2.2.B.2., above, prior to deploying the camera for CCTV inspection. Inspections and reporting shall conform to National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards.*

B. CLARIFICATIONS

None.

*Revised pages 1-7
1/24/2023
Gans*

C. QUESTIONS FROM PROPOSERS

1. Q: Is there an annual budget?

A: This contract is to be utilized on an as needed basis, no specific budget. Fiscal Year 2022 expenditure was approx. \$460,000.

2. Q: Is the CITY planning on adding a line item for a pump truck?

A: Yes, see Revised Exhibit B, Fee Schedule as attached herein.

3. Q: Will the insurance requirements be revised?

A: No, the insurance requirements will remain as stated.

4. Q: What licenses are needed?

A: PROPOSERS shall be certified underground utility and excavation contractors licensed by the State of Florida OR State of Florida registered contractor with certificate of competency issued by Broward County as Engineered Construction Contractor OR Broward County certificate of competency under Specialty Engineered Construction Contractor Category 1A-D - Pipeline Rehabilitation

5. Q: At what point will the maintenance foreman and maintenance tech be billable?

A: Refer to Section 2.2.J – Travel.

6. Q: Is this for the replacement of grates, etc?

A: Any miscellaneous work not identified by the unit rate in the line items.

7. Q: Good afternoon page 31 is listed as "form 3" however your proposal has a link to the cities web site to fill in the form but it says "form 2". Can the 2 be marked off and a 3 put there?

A: Yes, the form attained via the link has been revised.

8. Q: Can you please advise if the professional references listed on page 29 the same as requested on page 31 or different?

A: They are different. The Personnel form (page 29) is to be completed for your principals and your key personnel/individuals (under your company) that are to provide services to the City. The References form (page 31) is to be completed by other entities that you chose to use as reference.

9. Q: Will there be a minimum quantity issued per work order?

A: Yes. Work will be spread out throughout the year with an annual target of cleaning approx. 50% of both Stormwater and Wastewater systems.

10. Q: For emergency callouts, the CONTRACTOR shall respond within one half hour (30 minutes) of the first call made to the 24/7 Contact Number and commence work within One (1) hour of notification. Can this commence work response requirement be raised to 2-hour response time to allow time for travel to the sites for emergency call outs when called for?

A: No, the response time requirements will remain.

11. Q: Are the bid tabulations for the previous project pertaining to this work able to be shared with the current PROPOSERS?

A: See Attachment A, included herein, for current contract pricing for your review.

12. Q: We missed the mandatory pre-proposal conference. Will there be a second conference or is there any way that our proposal would still be accepted?

A: Failure of PROPOSER to be present for the mandatory pre-proposal conference shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award.

13. Q: Bid item 1, Inspection of stormwater catch basins, inlets, weirs, and manholes. Is dewatering required for inspection?

A: No.

14. Q: Bid item 2, Cleaning of stormwater catch basins, inlets, manholes, and associated pipe to downstream structure: Please specify pipe sizes and lengths of associated pipe to be cleaned. Also, is dewatering required?

A: No Dewatering. Pipe sizes and lengths vary and are industry standard.

15. Q: Bid item 3, Cleaning of wastewater manhole and associated pipe to downstream structure (< 10" Gravity Main): Please specify length of pipe to be cleaned.

A: Pipe sizes and lengths vary and are industry standard.

16. Q: Bid Item 5 & 6, Vacuum Truck service, with two operators, (M-F, 7am to 5pm) & Vacuum Truck service, with two operators (all other hours): Please confirm two operators or in the intention 1-operator and 1-helper?

A: Two (2)-person crew plus the Vacuum Truck.

17. Q: Pg. 17: Section 3-Evaluation of the Proposal. Is each of the 4 categories outlined scored equally or does each one have a different number of points that can be scored and the cumulative total win the bid?

A: Individual evaluation criteria shall be ranked from "1" through "x", with "x" being the number of Proposers deemed to be Responsive and Responsible. The ranking of "1" will be the best score, with "2" being the second-best score and so on.

18. Q: Pg. 51: Section 2-Scope of Work. Other than the items carved out for emergency work, is the CITY going to issue the remainder of the bid items under a single work order or will this

work be broken up into separate work orders? If broken up, can the CITY guarantee a minimum per work order? (Other than the emergency work)

A: See response to #9 above.

19. Q: Pg. 51: Section 2-Scope of Work. Will the CITY consider splitting up Line Item 4 (CCTV (< 10" Gravity Mains) into two categories? One that would be for standard CCTV and clean and the other for any heavy cleaning for root removal, obstruction removal, tuberculation removal, etc. This would enable the contractor to price it for standard cleaning and not artificially inflate prices for circumstances that we are unaware of, and the CITY would not be paying for something they may or may not need.

A: See Section 2.2.B.2 and Section 2.2.B.3. The cleaning of sewer gravity mains requiring specialized equipment other than the standard hydraulically propelled high-velocity jet equipment will be addressed on a case-by-case basis.

20. Q: Pg. 52: Section 2-Scope of Work. Paragraph 6 States "Use of CITY Provided Mobile/Computer Applications – Contractor shall utilize CITY provided computer and/or mobile applications to record and/or report inspections and work completed". Can the CITY provide some clarity on what this is and what it entails?

A: The CITY utilizes Cityworks work order and asset management software, and login credentials will be provided to update the work orders in a timely fashion. See Section 3.5. In addition, City's asset information will be shared through ESRI's ArcGIS Field Maps mobile app (can be downloaded to a mobile phone) for progress tracking and recording completed work.

21. Q: Does the CITY know if their Asset Management Software is compatible with the Trimble Locating stick?

A: N/A, GPS services are not required. See response to #20 above.

22. Q: Will there be sewer maps available prior to the bid date?

A: No. The CITY sewer infrastructure is typical of any other systems in the area and meet industry standards.

23. Q: If no maps are available, will the CITY consider adding a line item for MOT since there is no way to know what those needs are at this time?

A: See response to #22 above. MOT required shall be typical of any work performed in a Right-of-Way. Proposers are advised to review City's roadway and neighborhood maps to estimate MOT requirements.

24. Q: Is there an engineer's estimate for the work outlined on this project?

A: See response to #1 above.

25. Q: Bid Item #1: "Inspection of stormwater catch basins, inlets, weirs, and manholes"; Is it the intent of this section to have inspections completed by NAASCO MACP certified inspectors and standards?

A: No. CITY staff will inspect work once assigned task is recorded as complete in the mobile app. See response to #20 above.

26. Q: Bid Item #2: "Cleaning of stormwater catch basins, inlets, manholes, and associated pipe to downstream structure"; Under the notes for this item, it states that "the associated pipe is various lengths and diameters". Can the CITY be more specific about the exact diameters and lengths that will be covered under this line item?

A: See response to #14 above.

27. Q: Bid Item #3: "Cleaning of wastewater manhole and associated pipe to downstream structure (< 10" Gravity Main)"; Under the notes for this item, it states that "each manhole includes cleaning of approximately 300' for the associated pipe to downstream structure". However, the unit of measure is 1,600 EACH. Can the CITY clarify: Is this supposed to be 1,600 feet or is it really 1,600 manholes with each having 300' of pipeline that needs to be cleaned as well?

A: 1,600 manholes with approx. 300' of associated pipe with each manhole.

28. The RFP states that a proposer must be a certified underground utility and excavation contractor, OR State of Florida registered contractor with certificate of competency issued by Broward County in Pipeline Rehabilitation – Class 1A-D. However, as of July 1, 2023 in accordance with House Bill 735, the certificate issued by the County would indeed become null and void. Will the CITY consider waiving the certificate of competency requirement for this solicitation and accept a State of Florida registered contract with the appropriate documented experience?

A: See response to #4 above.

29. If a transducer quits working or is inadvertently damaged during this maintenance process and needs to be replaced, will this cost be incurred by the CITY or will it have to be absorbed by the contractor??

A: City staff will review the procedures for protecting the transducers while cleaning the wet well. If the transducer is damaged due to the carelessness of the contractor, then the contractor will be responsible for the costs.

30. If by the contractor, can the CITY provide the exact make and model of this unit so that that cost can be determined and compensated for on the bid??

A: Endress + Hauser FMX21

31. Can the CITY provide the percentage of the replacements needed when this process has been completed in the past?

A: None.

ATTACHMENTS:

1. Pre-Proposal Conference Attendance Log
2. Revised Exhibit B, Fee Schedule
3. Attachment A, Current Fee Schedule

END OF ADDENDUM NO. 1

All other information remains as originally described in the solicitation.

MANDATORY VIRTUAL PRE-BID CONFERENCE
RFP No. 2022-17 for Stormwater and Wastewater Maintenance Services
Date: January 12, 2023 at 2:30 p.m.
Attendance Log

	First Name	Last Name	Company	Email Address
1	Goldie	De La Cruz	FG Construction	goldie@fgconstruction.com
2	Brandon	Duncan	Atlantic Pipe Services	bduncan@atlanticpipe.us
3	Jim	Scrima	A & A Drainage	Jim@aadrainage.com
4	Jeremy	Strickland	Cloud 9 Services	estimating@cloud9services.com
5	Josh	Slush	Express Services and Development	josh@expressservicesfl.com
6	Victor		Express Drains	victor@expressservicesfl.com
7	Joe	Ferre	Flo Tech Environmental, Inc.	joef@flotechllc.com
8	Yinet	Quintana	Flo Tech Environmental, Inc.	yinet.quintana@flotechllc.com
9	Shelly	Flanery	LMK Pipe Renewal	Shelly@lmkpipe.com
10	Frank	Schwartz	LMK Pipe Renewal	Frank@lmkpipe.com
11	David	Orr	Environwaste Services Group	davidorr@ewsg.com
12	Doug	Snider	Environwaste Services Group	dougsnider@ewsg.com
13	Curt	Maring	National Watermain Cleaning Co.	cmaring@nwmcc.com
14	Harold	Munoz	Shenandoah Construction	h.munoz@shenandoahus.com
15	Anthony		Shenandoah Construction	h.munoz@shenandoahus.com

REVISED EXHIBIT B
FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Inspection of stormwater catch basins, inlets, weirs, and manholes	1,000	Each	\$	\$
2	Cleaning of stormwater catch basins, inlets, manholes, and associated pipe to downstream structure	1,000	Each	\$	\$
3	Cleaning of wastewater manhole and associated pipe to downstream structure (< 10" Gravity Main)	1600	Each	\$	\$
4	CCTV (< 10" Gravity Main)	20,000	L.F.	\$	\$
5	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	500	Hr.	\$	\$
6	Vacuum Truck service, with two operators (all other hours)	100	Hr.	\$	\$
7	Cleaning of Lift Station Wet Well	70	Each	\$	\$
8	Maintenance Foreman	100	Hr.	\$	\$
9	Maintenance Tech	200	Hr.	\$	\$
10	Pump Truck service w/ operator, (M-F, 7am to 5pm), Tank Size: 4,000 to 5,000 gallons	100	Hr.	\$	\$
11	Pump Truck service w/ operator, (all other hours), Tank Size: 4,000 to 5,000 gallons	50	Hr.	\$	\$
Item No.	Description	Est. Cost	Max Allowable Markup is 10%		Total Price
12	Estimated Annual Cost of Materials (purchase of catch basin grates, manhole lids, Decals, etc.)	\$10,000		%	\$ (Est. Cost + Markup)
GRAND TOTAL (Items 1 thru 12):					\$

Pay Item Notes:

1. Pay Item #1 and 2 – See section 2.2.B.1 for scope of work. Unit price is per structure inspected or cleaned (includes cleaning of downstream pipeline, varying length and diameter)
2. Pay Item #3 – See section 2.2.B.2 for scope of work. Unit price is per manhole structure cleaned including cleaning of downstream pipeline (avg. length 300 l.f.).
3. Pay Item #4 - See section 2.2.B.3 for scope of work. Unit price is per linear feet.
4. Pay Item #5, 6, 10, and 11 - See section 2.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site. Travel time costs shall be included in the unit rates. 2-hour minimum will apply for callouts.
5. Pay Item #7 – See section 2.2.B.4 for scope of work. Unit price is per each wet well cleaned.
6. Pay Items #8, 9, and 12 – See section 2.2.B.5 for scope of work.

ATTACHMENT A



Price Schedule

Contract: Bid No. 2013-12 - Concrete and Asphalt Repairs
 Contract Expiration: March 31, 2023

Item No.	Description of Item	Unit	CPI Increase		CPI Adjusted										5%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
			Bid Price 2014-2015	Adjusted Price 2015-2016	1.58%	3.95%	3.15%	1.24%	1.40%	1.40%	5%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
1	CLEARING, GRADING, REMOVAL AND DISPOSAL OF TOP SOIL AND EXCESS MATERIALS FOR NEW SIDEWALK LOCATION (0-6")	SY	\$ 3.50	\$ 3.52	\$ 3.57	\$ 3.71	\$ 3.86	\$ 3.91	\$ 3.96	\$ 4.02	\$ 4.22	\$ 4.42	\$ 4.63	\$ 4.82	\$ 5.03	\$ 5.24	\$ 5.45	\$ 5.66	\$ 5.87	\$ 6.08	\$ 6.29	\$ 6.50	\$ 6.71	\$ 6.92	\$ 7.13	\$ 7.34	\$ 7.55	\$ 7.76	\$ 7.97	\$ 8.18	\$ 8.39	\$ 8.60	\$ 8.81	\$ 9.02	\$ 9.23	\$ 9.44	\$ 9.65	\$ 9.86	\$ 10.07	\$ 10.28	\$ 10.49	\$ 10.70	\$ 10.91	\$ 11.12	\$ 11.33	\$ 11.54	\$ 11.75	\$ 11.96	\$ 12.17	\$ 12.38	\$ 12.59	\$ 12.80	\$ 13.01	\$ 13.22	\$ 13.43	\$ 13.64	\$ 13.85	\$ 14.06	\$ 14.27	\$ 14.48	\$ 14.69	\$ 14.90	\$ 15.11	\$ 15.32	\$ 15.53	\$ 15.74	\$ 15.95	\$ 16.16	\$ 16.37	\$ 16.58	\$ 16.79	\$ 17.00	\$ 17.21	\$ 17.42	\$ 17.63	\$ 17.84	\$ 18.05	\$ 18.26	\$ 18.47	\$ 18.68	\$ 18.89	\$ 19.10	\$ 19.31	\$ 19.52	\$ 19.73	\$ 19.94	\$ 20.15	\$ 20.36	\$ 20.57	\$ 20.78	\$ 20.99	\$ 21.20	\$ 21.41	\$ 21.62	\$ 21.83	\$ 22.04	\$ 22.25	\$ 22.46	\$ 22.67	\$ 22.88	\$ 23.09	\$ 23.30	\$ 23.51	\$ 23.72	\$ 23.93	\$ 24.14	\$ 24.35	\$ 24.56	\$ 24.77	\$ 24.98	\$ 25.19	\$ 25.40	\$ 25.61	\$ 25.82	\$ 26.03	\$ 26.24	\$ 26.45	\$ 26.66	\$ 26.87	\$ 27.08	\$ 27.29	\$ 27.50	\$ 27.71	\$ 27.92	\$ 28.13	\$ 28.34	\$ 28.55	\$ 28.76	\$ 28.97	\$ 29.18	\$ 29.39	\$ 29.60	\$ 29.81	\$ 30.02	\$ 30.23	\$ 30.44	\$ 30.65	\$ 30.86	\$ 31.07	\$ 31.28	\$ 31.49	\$ 31.70	\$ 31.91	\$ 32.12	\$ 32.33	\$ 32.54	\$ 32.75	\$ 32.96	\$ 33.17	\$ 33.38	\$ 33.59	\$ 33.80	\$ 34.01	\$ 34.22	\$ 34.43	\$ 34.64	\$ 34.85	\$ 35.06	\$ 35.27	\$ 35.48	\$ 35.69	\$ 35.90	\$ 36.11	\$ 36.32	\$ 36.53	\$ 36.74	\$ 36.95	\$ 37.16	\$ 37.37	\$ 37.58	\$ 37.79	\$ 38.00	\$ 38.21	\$ 38.42	\$ 38.63	\$ 38.84	\$ 39.05	\$ 39.26	\$ 39.47	\$ 39.68	\$ 39.89	\$ 40.10	\$ 40.31	\$ 40.52	\$ 40.73	\$ 40.94	\$ 41.15	\$ 41.36	\$ 41.57	\$ 41.78	\$ 41.99	\$ 42.20	\$ 42.41	\$ 42.62	\$ 42.83	\$ 43.04	\$ 43.25	\$ 43.46	\$ 43.67	\$ 43.88	\$ 44.09	\$ 44.30	\$ 44.51	\$ 44.72	\$ 44.93	\$ 45.14	\$ 45.35	\$ 45.56	\$ 45.77	\$ 45.98	\$ 46.19	\$ 46.40	\$ 46.61	\$ 46.82	\$ 47.03	\$ 47.24	\$ 47.45	\$ 47.66	\$ 47.87	\$ 48.08	\$ 48.29	\$ 48.50	\$ 48.71	\$ 48.92	\$ 49.13	\$ 49.34	\$ 49.55	\$ 49.76	\$ 49.97	\$ 50.18	\$ 50.39	\$ 50.60	\$ 50.81	\$ 51.02	\$ 51.23	\$ 51.44	\$ 51.65	\$ 51.86	\$ 52.07	\$ 52.28	\$ 52.49	\$ 52.70	\$ 52.91	\$ 53.12	\$ 53.33	\$ 53.54	\$ 53.75	\$ 53.96	\$ 54.17	\$ 54.38	\$ 54.59	\$ 54.80	\$ 55.01	\$ 55.22	\$ 55.43	\$ 55.64	\$ 55.85	\$ 56.06	\$ 56.27	\$ 56.48	\$ 56.69	\$ 56.90	\$ 57.11	\$ 57.32	\$ 57.53	\$ 57.74	\$ 57.95	\$ 58.16	\$ 58.37	\$ 58.58	\$ 58.79	\$ 59.00	\$ 59.21	\$ 59.42	\$ 59.63	\$ 59.84	\$ 60.05	\$ 60.26	\$ 60.47	\$ 60.68	\$ 60.89	\$ 61.10	\$ 61.31	\$ 61.52	\$ 61.73	\$ 61.94	\$ 62.15	\$ 62.36	\$ 62.57	\$ 62.78	\$ 62.99	\$ 63.20	\$ 63.41	\$ 63.62	\$ 63.83	\$ 64.04	\$ 64.25	\$ 64.46	\$ 64.67	\$ 64.88	\$ 65.09	\$ 65.30	\$ 65.51	\$ 65.72	\$ 65.93	\$ 66.14	\$ 66.35	\$ 66.56	\$ 66.77	\$ 66.98	\$ 67.19	\$ 67.40	\$ 67.61	\$ 67.82	\$ 68.03	\$ 68.24	\$ 68.45	\$ 68.66	\$ 68.87	\$ 69.08	\$ 69.29	\$ 69.50	\$ 69.71	\$ 69.92	\$ 70.13	\$ 70.34	\$ 70.55	\$ 70.76	\$ 70.97	\$ 71.18	\$ 71.39	\$ 71.60	\$ 71.81	\$ 72.02	\$ 72.23	\$ 72.44	\$ 72.65	\$ 72.86	\$ 73.07	\$ 73.28	\$ 73.49	\$ 73.70	\$ 73.91	\$ 74.12	\$ 74.33	\$ 74.54	\$ 74.75	\$ 74.96	\$ 75.17	\$ 75.38	\$ 75.59	\$ 75.80	\$ 76.01	\$ 76.22	\$ 76.43	\$ 76.64	\$ 76.85	\$ 77.06	\$ 77.27	\$ 77.48	\$ 77.69	\$ 77.90	\$ 78.11	\$ 78.32	\$ 78.53	\$ 78.74	\$ 78.95	\$ 79.16	\$ 79.37	\$ 79.58	\$ 79.79	\$ 80.00	\$ 80.21	\$ 80.42	\$ 80.63	\$ 80.84	\$ 81.05	\$ 81.26	\$ 81.47	\$ 81.68	\$ 81.89	\$ 82.10	\$ 82.31	\$ 82.52	\$ 82.73	\$ 82.94	\$ 83.15	\$ 83.36	\$ 83.57	\$ 83.78	\$ 83.99	\$ 84.20	\$ 84.41	\$ 84.62	\$ 84.83	\$ 85.04	\$ 85.25	\$ 85.46	\$ 85.67	\$ 85.88	\$ 86.09	\$ 86.30	\$ 86.51	\$ 86.72	\$ 86.93	\$ 87.14	\$ 87.35	\$ 87.56	\$ 87.77	\$ 87.98	\$ 88.19	\$ 88.40	\$ 88.61	\$ 88.82	\$ 89.03	\$ 89.24	\$ 89.45	\$ 89.66	\$ 89.87	\$ 90.08	\$ 90.29	\$ 90.50	\$ 90.71	\$ 90.92	\$ 91.13	\$ 91.34	\$ 91.55	\$ 91.76	\$ 91.97	\$ 92.18	\$ 92.39	\$ 92.60	\$ 92.81	\$ 93.02	\$ 93.23	\$ 93.44	\$ 93.65	\$ 93.86	\$ 94.07	\$ 94.28	\$ 94.49	\$ 94.70	\$ 94.91	\$ 95.12	\$ 95.33	\$ 95.54	\$ 95.75	\$ 95.96	\$ 96.17	\$ 96.38	\$ 96.59	\$ 96.80	\$ 97.01	\$ 97.22	\$ 97.43	\$ 97.64	\$ 97.85	\$ 98.06	\$ 98.27	\$ 98.48	\$ 98.69	\$ 98.90	\$ 99.11	\$ 99.32	\$ 99.53	\$ 99.74	\$ 99.95	\$ 100.16	\$ 100.37	\$ 100.58	\$ 100.79	\$ 101.00	\$ 101.21	\$ 101.42	\$ 101.63	\$ 101.84	\$ 102.05	\$ 102.26	\$ 102.47	\$ 102.68	\$ 102.89	\$ 103.10	\$ 103.31	\$ 103.52	\$ 103.73	\$ 103.94	\$ 104.15	\$ 104.36	\$ 104.57	\$ 104.78	\$ 104.99	\$ 105.20	\$ 105.41	\$ 105.62	\$ 105.83	\$ 106.04	\$ 106.25	\$ 106.46	\$ 106.67	\$ 106.88	\$ 107.09	\$ 107.30	\$ 107.51	\$ 107.72	\$ 107.93	\$ 108.14	\$ 108.35	\$ 108.56	\$ 108.77	\$ 108.98	\$ 109.19	\$ 109.40	\$ 109.61	\$ 109.82	\$ 110.03	\$ 110.24	\$ 110.45	\$ 110.66	\$ 110.87	\$ 111.08	\$ 111.29	\$ 111.50	\$ 111.71	\$ 111.92	\$ 112.13	\$ 112.34	\$ 112.55	\$ 112.76	\$ 112.97	\$ 113.18	\$ 113.39	\$ 113.60	\$ 113.81	\$ 114.02	\$ 114.23	\$ 114.44	\$ 114.65	\$ 114.86	\$ 115.07	\$ 115.28	\$ 115.49	\$ 115.70	\$ 115.91	\$ 116.12	\$ 116.33	\$ 116.54	\$ 116.75	\$ 116.96	\$ 117.17	\$ 117.38	\$ 117.59	\$ 117.80	\$ 118.01	\$ 118.22	\$ 118.43	\$ 118.64	\$ 118.85	\$ 119.06	\$ 119.27	\$ 119.48	\$ 119.69	\$ 119.90	\$ 120.11	\$ 120.32	\$ 120.53	\$ 120.74	\$ 120.95	\$ 121.16	\$ 121.37	\$ 121.58	\$ 121.79	\$ 122.00	\$ 122.21	\$ 122.42	\$ 122.63	\$ 122.84	\$ 123.05	\$ 123.26	\$ 123.47	\$ 123.68	\$ 123.89	\$ 124.10	\$ 124.31	\$ 124.52	\$ 124.73	\$ 124.94	\$ 125.15	\$ 125.36	\$ 125.57	\$ 125.78	\$ 125.99	\$ 126.20	\$ 126.41	\$ 126.62	\$ 126.83	\$ 127.04	\$ 127.25	\$ 127.46	\$ 127.67	\$ 127.88	\$ 128.09	\$ 128.30	\$ 128.51	\$ 128.72	\$ 128.93	\$ 129.14	\$ 129.35	\$ 129.56	\$ 129.77	\$ 129.98	\$ 130.19	\$ 130.40	\$ 130.61	\$ 130.82	\$ 131.03	\$ 131.24	\$ 131.45	\$ 131.66	\$ 131.87	\$ 132.08	\$ 132.29	\$ 132.50	\$ 132.71	\$ 132.92	\$ 133.13	\$ 133.34	\$ 133.55	\$ 133.76	\$ 133.97	\$ 134.18	\$ 134.39	\$ 134.60	\$ 134.81	\$ 135.02	\$ 135.23	\$ 135.44	\$ 135.65	\$ 135.86	\$ 136.07	\$ 136.28	\$ 136.49	\$ 136.70	\$ 136.91	\$ 137.12	\$ 137.33	\$ 137.54	\$ 137.75	\$ 137.96	\$ 138.17	\$ 138.38	\$ 138.59	\$ 138.80	\$ 139.01	\$ 139.22	\$ 139.43	\$ 139.64	\$ 139.85	\$ 140.06	\$ 140.27	\$ 140.48	\$ 140.69	\$ 140.90	\$ 141.11	\$ 141.32	\$ 141.53	\$ 141.74	\$ 141.95	\$ 142.16	\$ 142.37	\$ 142.58	\$ 142.79	\$ 143.00	\$ 143.21	\$ 143.42	\$ 143.63	\$ 143.84	\$ 144.05	\$ 144.26	\$ 144.47	\$ 144.68	\$ 144.89	\$ 145.10	\$ 145.31	\$ 145.52	\$ 145.73	\$ 145.94	\$ 146.15	\$ 146.36	\$ 146.57	\$ 146.78	\$ 146.99	\$ 147.20	\$ 147.41	\$ 147.62	\$ 147.83	\$ 148.04	\$ 148.25	\$ 148.46	\$ 148.67	\$ 148.88	\$ 149.09	\$ 149.30	\$ 149.51	\$ 149.72	\$ 149.93	\$ 150.14	\$ 150.35	\$ 150.56	\$ 150.77	\$ 150.98	\$ 151.19	\$ 151.40	\$ 151.61	\$ 151.82	\$ 152.03	\$ 152.24	\$ 152.45	\$ 152.66	\$ 152.87	\$ 153.08	\$ 153.29	\$ 153.50	\$ 153.71	\$ 153.92	\$ 154.13	\$ 154.34	\$ 154.55	\$ 154.76	\$ 154.97	\$ 155.18	\$ 155.39	\$ 155.60	\$ 155.81	\$ 156.02	\$ 156.23	\$ 156.44	\$ 156.65	\$ 156.86	\$ 157.07	\$ 157.28	\$ 157.49	\$ 157.70	\$ 157.91	\$ 158.12	\$ 158.33	\$ 158.54	\$ 158.75	\$ 158.96	\$ 159.17	\$ 159.38	\$ 159.59	\$ 159.80	\$ 160.01	\$ 160.22	\$ 160.43	\$ 160.64	\$ 160.85	\$ 161.06	\$ 161.27	\$ 161.48	\$ 161.69	\$ 161.90	\$ 162.11	\$ 162.32	\$ 162.53	\$ 162.74	\$ 162.95	\$ 163.16	\$ 163.37	\$ 163.58	\$ 163.79	\$ 164.00	\$ 164.21	\$ 164.42	\$ 164.63	\$ 164.84	\$ 165.05	\$ 165.26	\$ 165.47	\$ 165.68	\$ 165.89	\$ 166.10	\$ 166.31	\$ 166.52	\$ 166.73	\$ 166.94	\$ 167.15	\$ 167.36	\$ 167.57	\$ 167.78	\$ 167.99	\$ 168.20	\$ 168.41	\$ 168.62	\$ 168.83	\$ 169.04	\$ 169.25	\$ 169.46	\$ 169.67	\$ 169.88	\$ 170.09	\$ 170.30	\$ 170.51	\$ 170.72	\$ 170.93	\$ 171.14	\$ 171.35	\$ 171.56	\$ 171.77	\$ 171.98	\$ 172.19	\$ 172.40	\$ 172.61	\$ 172.82	\$ 173.03	\$ 173.24	\$ 173.45	\$ 173.66	\$ 173.87	\$ 174.08	\$ 174.29	\$ 174.50	\$ 174.71	\$ 174.92	\$ 175.13	\$ 175.34	\$ 175.55	\$ 175.76	\$ 175.97	\$ 176.18	\$ 176.39	\$ 176.60	\$ 176.81	\$ 177.02	\$ 177.23	\$ 177.44	\$ 177.65	\$ 177.86	\$ 178.07	\$ 178.28	\$ 178.49	\$ 178.70	\$ 178.91	\$ 179.12	\$ 179.33	\$ 179.54	\$ 179.75	\$ 179.96	\$ 180.17	\$ 180.38	\$ 180.59	\$ 180.80	\$ 181.01	\$ 181.22	\$ 181.43	\$ 181.64	\$ 181.85	\$ 182.06	\$ 182.27	\$ 182.48	\$ 182.69	\$ 182.90	\$ 183.11	\$ 183.32	\$ 183.53	\$ 183.74	\$ 183.95	\$ 184.16	\$ 184.37	\$ 184.58	\$ 184.79	\$ 185.00	\$ 185.21	\$ 185.42	\$ 185.63	\$ 185.84	\$ 186.05	\$ 186.26	\$ 186.47	\$ 186.68	\$ 186.89	\$ 187.10	\$ 187.31	\$ 187.52	\$ 187.73	\$ 187.94	\$ 188.15	\$ 188.36	\$ 188.57	\$ 188.78	\$ 188.99	\$ 189.20	\$ 189.41	\$ 189.62	\$ 189.83	\$ 190.04	\$ 190.25	\$ 190.46	\$ 190.67	\$ 190.88	\$ 191.09	\$ 191.30	\$ 191.51	\$ 191.72	\$ 191.93	\$ 192.14	\$ 192.35	\$ 192.56	\$ 192.77	\$ 192.98	\$ 193.19	\$ 193.40	\$ 193.61	\$ 193.82	\$ 194.03	\$ 194.24	\$ 194.45	\$ 194.66	\$ 194.87	\$ 195.08	\$ 195.29	\$ 195.50	\$ 195.71	\$ 195.92	\$ 196.13	\$ 196.34	\$ 196.55	\$ 196.76	\$ 196.97	\$ 197.18	\$ 197.39	\$ 197.60	\$ 197.81	\$ 198.02	\$ 198.23	\$ 198.44	\$ 198.65	\$ 198.86	\$ 199.07	\$ 199.28	\$ 199.49	\$ 199.70	\$ 199.91	\$ 200.12	\$ 200.33	\$ 200.54	\$ 200.75	\$ 200.96	\$ 201.17	\$ 201.38	\$ 201.59	\$ 201.80	\$ 202.01	\$ 202.22	\$ 202.43	\$ 202.64</

ADDENDUM NO. 2

RFP TITLE: Stormwater and Wastewater Maintenance Services

RFP NO: 2022-17

DATE: January 25, 2023

To All Proposers:

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

A. CHANGES IN THE RFP DOCUMENTS

1. **CORRECTION:** "Attachment A, Current Fee Schedule", included as part of Addendum No. 1 is to be replaced with "Attachment A, Current Fee Schedule", as attached herein.

B. CLARIFICATIONS

1. Section 6.2 – F., Hazardous Materials Insurance, of the Agreement document lists all coverages but only item 1. CONTRACTOR's Pollution Liability, listed under this section will be applicable to this contract.

C. QUESTIONS FROM PROPOSERS

1. Q: The contract does not deal with asbestos, or hazardous materials, therefore getting insurance will be difficult for any vendor as those items are not a daily function. What is the CITY's position on waiving these requirements?

A: Please see Section B. item 1, as noted herein.

ATTACHMENTS:

1. Attachment A, Current Fee Schedule

END OF ADDENDUM NO. 2

All other information remains as originally described in the solicitation.

ATTACHMENT A



Current Fee Schedule

Contract: 2013-18 for Maintenance of Stormwater and Sanitary Sewer Facilities

Expiration: March 31, 2023

Item No.	Description of Item	UOM	Quantity	CPI Price	1.570%		0.419%		1.580%		3.951%		3.150%		1.24%		1.40%		1.40%		9.81%	
					4/1/2014 - 3/31/2015	4/1/2015 - 3/31/2016	4/1/2016 - 3/31/2017	4/1/2017 - 3/31/2018	4/1/2018 - 3/31/2019	4/1/2019 - 3/31/2020	4/1/2020 - 3/31/2021	4/1/2021 - 3/31/2022	4/1/2022 - 3/31/2023									
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00	\$ 30.47	\$ 30.60	\$ 31.08	\$ 32.31	\$ 33.33	\$ 33.74	\$ 34.21	\$ 34.69	\$ 38.10									
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00	\$ 86.33	\$ 86.70	\$ 88.07	\$ 91.54	\$ 94.43	\$ 95.60	\$ 96.94	\$ 98.29	\$ 107.94									
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" - 36") price each,	Each	1600	\$ 100.00	\$ 101.57	\$ 102.00	\$ 103.61	\$ 107.70	\$ 111.09	\$ 112.47	\$ 114.04	\$ 115.64	\$ 126.99									
4	Cleaning of sanitary sewer manhole and associated pipe to Lift Station (6" - 36") price each,	Each	35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
6	Cleaning of Lift Stations, price per lift station	Each	35	\$ 400.00	\$ 406.28	\$ 407.98	\$ 414.43	\$ 430.80	\$ 444.37	\$ 449.88	\$ 456.18	\$ 462.56	\$ 507.94									
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$ 115.00	\$ 116.81	\$ 117.29	\$ 119.15	\$ 123.85	\$ 127.76	\$ 129.34	\$ 131.15	\$ 132.99	\$ 146.03									
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$ 125.00	\$ 126.96	\$ 127.49	\$ 129.51	\$ 134.62	\$ 138.87	\$ 140.59	\$ 142.56	\$ 144.55	\$ 158.73									
9	Closed Circuit Televsion of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 1.00	\$ 1.02	\$ 1.02	\$ 1.04	\$ 1.08	\$ 1.11	\$ 1.12	\$ 1.14	\$ 1.16	\$ 1.27									
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									

Dm 65577 v2

December 17, 2018

Annual reminder of drug-free work place policies.

Drug-Free Workplace Policy

Purpose and Goal

A & A Drainage & Vac Services, Inc. is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to supervisors, full-time employees, part-time employees, off-site employees, volunteers, interns and applicants.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, manufacture, distribution, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation of Chapter 1893 or any controlled substance under The State of Florida Statutes must notify the organization in writing within (5) five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate. The employee must sign acknowledging submittal of such conviction.

Searches

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, wallets, purses, briefcases and lunchboxes and vehicles and equipment.

Drug Testing

All testing will be conducted at the offices of A&A Drainage & Vac Services, Inc. or other facility as directed by the owner. Employees who test positive will have an opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion and return-to-duty testing upon selection or request of management.

The substances that will be tested for are: Amphetamines, Cannabinoids

(THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone, and OXY. Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

Assistance

A & A Drainage & Vac Services, Inc. recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

SECTION 4

PERFORMANCE AND PAYMENT BOND
INSURANCE CERTIFICATE

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

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

CONTRACTOR (name and address)
A&A Drainage & Vac Services Inc.
11528 W State Rd 84
Davie, FL 33325

SURETY (name & principal address):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

CITY:

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

AGREEMENT

Date: April 3, 2023

Amount: Services as needed. Not for a fixed amount.

Description: Stormwater and Wastewater Maintenance Services
Location: Citywide
City of Weston RFP NO. 2022-17

BOND

Date (not earlier than Agreement Date): April 13, 2023

Amount: \$100,000.00

Modifications to this Bond: None X See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL


Signature

James Scrima
Name

President
Title

SURETY


Signature

Krystle Grilli
Name

Attorney-In-Fact
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

5900 Hiatus Road, Tamarac, FL 33321
Address

(954) 724-7000
Phone

(954) 724-7024
Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves; their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

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

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KRYSTLE GRILLI** of **TAMARAC, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **April**, 2023 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization as required by written contract to be named as Additional Insured.	Various locations as per contract with the Named Insured.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are required to waive your right of recovery on this Coverage Part under a written contract or agreement.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: SES1654087 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – PRIMARY AND NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

CONTRACTORS LIMITED CLAIMS MADE GENERAL LIABILITY COVERAGE FORM
 CONTRACTORS LIMITED CLAIMS MADE AND REPORTED GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization as required by written contract to be named as Additional Insured.	Various locations as per contract with the Named Insured.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. It is agreed that the insurance provided for the benefit of the above additional insured(s) shall be primary and non-contributory, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph **4.** of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Policy number: 028505085

Underwritten by:

Progressive Express Insurance Co.

Insured:

A&A DRAINAGE AND VACCUUM

April 8, 2021

Policy Period: 01/26/2021 - 01/26/2022

Mailing Address

Progressive Express Insurance Co.

PO Box 94739

Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,

7 days a week

Name of Person or Organization

City of Weston
17200 Royal Palm Blvd
Weston, FL 33326

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 028505085

Issued to (Name of Insured): A&A DRAINAGE AND VACCUUM

Effective date of endorsement: 04/08/2021 Policy expiration date: 01/26/2022

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy

Motor Truck Cargo Legal Liability Coverage Endorsement

Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

City of Weston
17200 Royal Palm Blvd
Weston, FL 33326

This endorsement applies to Policy Number: 028505085

Issued to: A&A DRAINAGE AND VACCUUM

Endorsement Effective: 04/08/2021

Expiration: 01/26/2022

All other terms, limits and provisions of this policy remain unchanged.