



CITY OF WEST PALM BEACH

**MASTER SERVICES CONTRACT
(STREET LIGHTING SERVICES)**

WPB No: 29650.001

Procurement ITB 23-24-103

THIS CONTRACT is made by and between **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with an address of 401 Clematis Street, West Palm Beach, Florida ("City") and C.R. DUNN, INC., a Florida corporation, with an principal address of 1202 POPE LANE, LAKE WORTH, FL 33460 (FEI/IEN#59-1313393) ("Contractor").

WHEREAS, the Contractor has submitted Contractor's proposal (the "Proposal") in response to City's ITB 23-24-103 (the "Procurement Solicitation"); and

WHEREAS, the City desires to engage Contractor to provide such street lighting installation, repair and maintenance services according to this Contract and the conditions set forth herein; and

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

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

1. SERVICES.

1.1 **Services.** Contractor shall provide all equipment, materials and labor necessary to provide street lighting installation, repair and maintenance services (the "Services") as more fully set forth in the Procurement Solicitation (including Addendums), incorporated herein by reference, and Contractor's Proposal, attached hereto as **Exhibit A**. Services will be rendered in response to periodic written work orders issued by the City on an as-needed basis, in accordance with Section 1.2 of this Contract. Each work order will be subject to scope definition and fee negotiation at the established hourly rates. No assignment, minimum amount of services or compensation is guaranteed under this Contract.

1.2 Work Orders, Purchase Orders and Emergency Work.

a) **Purchase Orders.** Services in an amount less than \$10,000 may be requested by Purchase Order issued by the City. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in the contract. All such work shall be performed and invoiced pursuant to the terms of the contract. All terms and conditions of the contract will be applicable to each Purchase Order. Upon completion of each work task, the Contractor will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of the person performing the work, and the rates and work performed, identifying the person or job title that performed the work and the rates and charges based on the contract.

b) **Work Orders.** Services in the amount of \$10,000 or more will be requested in advance via written Work Order signed by the contractor and City, ECR or CRA. Work Orders will be issued on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in the contract. No work is authorized until a Work Order is fully executed. Any amendment to a Work Order is not effective and not authorized until such amendment is fully executed. All terms and conditions of the contract will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit a separate invoice, a copy of the Work Order and the appropriate completed Small Business or MWBE participation form. Invoiced rates

and charges shall be based on Exhibit A. The form of City's work order is attached to this Contract as Exhibit C.

c) Emergency Orders. Emergency work or work determined by the City's to require immediate services may be ordered by the City by issuance of a Purchase Order, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the contract. Upon completion of each work task, the Contractor will submit a separate invoice specifying the date work was performed, a description of the work performed, identifying equipment utilized, the description or class of laborer performing the work, the rates and prices charged. All rates and charges shall be in accordance with the contract.

d) Work Order Terms. For each work order to be issued under this Contract, Contractor shall provide for review by the City:

- (i) a scope of work for the Services requested in as described in Section 1.1 of this Contract;
- (ii) a detailed estimate of fees and costs based on the rates established in this Contract;
- (iii) a task/deliverable schedule; and
- (iv) a payment schedule based on deliverables.

The City and Contractor may negotiate scope definition, schedule and fees (at the contracted rates) for each work order. Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work order for each task shall be executed by Contractor and City.

e) Rates. The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in Exhibit A.

f) No Payment. **City shall not be liable to pay for any Services provided without a work order which was fully-executed in advance of the performance of Professional Services.**

g) Work Order Completion. Work Orders shall be completed within the time indicated for each Work Order.

h) Work orders shall expire with the term of this Contract. No Work Order may be issued for Services to be completed after the expiration of this Contract.

i) Invoices. Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

j) No Guarantee. No specific assignment or work order nor minimum amount of professional services or compensation will be guaranteed under this Contract. The award of a contract does not guarantee that the Contractor will receive any assignments in any given year. There is no representation that the type or value of work will be evenly distributed.

k) Bond. If the estimated amount of any Work Order is \$200,000 or more, or if a bond is required by Owner on any other Work Order, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on the City's approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

1.3 Standard of Care. Contractor shall render the Services in a diligent, careful and thorough manner consistent with good business practice. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

1.4 **Change of Services.** The City reserves the right to delete or revise the Services at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the term of this Contract. Any change in Services shall be evidenced by a written amendment to this Contract.

1.5 **Non-Exclusive.**

This is a non-exclusive Agreement and the City may secure similar or identical services from other contractors.

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

1.7 **Correction of Defective Materials, Equipment or Workmanship.** If any material, equipment, or workmanship is determined by the City, either during performance of the work, during final quality inspection or during the warranty period, to be defective or not in compliance with the specifications of the Contract, City shall notify Contractor in writing that such material, equipment or work is rejected and City reserves the right to withhold payment on any such item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the drawing, specifications and Contract. If City or Engineer deems it inexpedient to correct work that has been damaged or that was not performed in accordance with the drawings, specifications and Contract, an equitable deduction from the contract price shall be made for such work.

1.8 **Cleaning Up.** Upon completion of all or any portion of the work, Contractor shall remove at its own expense from City's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from Contractor's operations. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish and waste materials. Materials must be moved via handcart across wooden preserve boardwalk areas. The City reserves the right to retain any surplus or salvage any materials. Contractor shall not dispose of any hazardous material, temporary structures, equipment, surplus materials, trash, waste or any form of litter at a work site that is in a drinking water preserve location.

1.9 **Underwriters' Laboratories.** Unless otherwise stipulated in this Contract, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories (U.L.) listed where such as been established by U.L. for the items offered and furnished. In lieu of U.L. listing, the Contractor may substitute a listing by an independent laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories Program.

1.10 **FPL Service.** If required, Florida Power & Light (FPL) will run secondary power feed to any new service location.

2. **CONTRACT TERM.**

2.1 **Term.** The term of this Contract shall commence upon full execution of this Contract and shall continue and remain in full force and effect, unless terminated earlier as provided herein, for three (3) years.

2.2 **Renewal.** This Contract may be extended for one (1) additional two year term upon the mutual written amendment of this Contract, subject to the appropriation of funds by the City. Renewal terms and conditions will be the same as the base contract, unless otherwise specified in this solicitation and the contract.

In the event the contract is renewed, the City and contractor may mutually agree to a LABOR price adjustment, not to exceed the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale-West Palm Beach area. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

Any orders placed prior to the effective date of the price adjustment will not be affected by the approved price changes and will be invoiced at the unit price in effect at the time the order was placed. The contractor will complete delivery and the City will receive delivery on any orders placed prior to the renewal, regardless of whether a price change is granted. Failure to complete delivery may result in a termination of the contract and/or result in suspension or debarment of the contractor according to the West Palm Beach Procurement Ordinance Section 66-123 or debarred according to Section 66-124, Debarment. No Purchase Order or Work Order may be issued for services to be completed after the expiration of the contract.

3. **COMPENSATION.**

3.1 **Rates.** Contractor's rates/fees for Services, which will apply to each Work Order, are attached as **Exhibit A** and incorporated into this Agreement.

3.2 **Invoices.** Invoices must identify the PO number and WPB Number.

Submit by email. Invoices shall be emailed to: wpbap@wpb.org.

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly.

Invoices received from Contractor pursuant to this Contract shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Contract. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City. The Contractor will submit a Subcontractor Utilization reporting form with each invoice. Contractor shall provide a W-9 to City with first invoice.

All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

If Contractor fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

3.3 **Payment.**

Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Contractor.

Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Contract. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3.4 **Taxes.** Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

3.5 **Availability of Funds.** This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon twenty-four (24) hour notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

4. **DAMAGE TO PERSONS OR PROPERTY.** Contractor shall at all times guard against damage or loss to persons or the property of the City and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Contractor or its agents or employees. Any damage caused by Contractor's vehicles, equipment or employees to City property or to public property shall be promptly repaired and restored to the pre-existing condition by Contractor at no cost to the City. Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. The responsibility for all damage to persons or property arising out of or on account of the Services performed under this Contract shall rest upon Contractor and it shall save the City harmless from all claims made on account of such damages.

5. **left blank intentionally.**

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR**

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

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

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

6.4 **Convicted Vendor List.** Contractor represents that the execution of this Contract will not violate Section 287.133, Florida Statutes and certifies that Contractor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.5 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.6 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Contractor further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.7 **E-Verify.**

a) In compliance with Section 448.095, Fla. Stat., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Contractor during the term of this Agreement. Contractor shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Contractor acknowledges that upon termination of this Agreement by City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

6.9 **Federal Requirements.** Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

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

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

6.12 **No Conflicts.**

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

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

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

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

e) Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a

board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

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

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

h) Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i) Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Contract.

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

6.13 **No Solicitation.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. PROPERTY RIGHTS.

7.1 **Work Product.** All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services, at no additional cost. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-Contractors.

7.2 **Deliverables.** Contractor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Contract, all documents and materials prepared for the

City in connection with this Contract. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

8. PUBLIC RECORDS LAW

Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Contract.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City.

A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

Upon completion of the Contract, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

9. FORCE MAJEURE. Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring which impact the Services to be provided: fire, explosion, power blackout, tropical storm or hurricane, flood, earthquake, volcanic action, epidemic or pandemic, war, civil disturbances, terrorist acts, strike, executive order or order of any government, court or regulatory body with jurisdiction or other similar causes beyond the reasonable control of a party, acts of God, or any other cause which may be legally cognizable or recognizable as "force majeure" under Florida law; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis; provided that no such extension shall be made unless notice thereof is presented by Contractor to City in writing within five (5) business days after the start of the occurrence of such delay. Where applicable, the party so delayed shall use reasonable efforts to remedy or remove such causes of

non-performance. The party delayed shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10. INSURANCE.

10.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

10.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

10.4 **Required Coverage:** Contractor shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

☐ Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Business Automobile Liability: Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

☐ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

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

Provider Signature

10.5 **Additional Insureds.** All required insurance (except Worker's Compensation) shall include an Additional Insured endorsement identifying **"the City of West Palm Beach, its commissioners, officers, employees and agents", as Additional Insureds.** No costs shall be paid by the City for an additional insured endorsement.

10.6 **Certificate of Insurance.** Contractor shall provide the City Risk Manager or the City Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the City. It is Contractor's responsibility to ensure that the Risk Manager and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

10.7 **Renewal of Insurance:** Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, City may suspend this Contract until such time as the new or renewed certificate/endorsements are received by City.

10.8 **Waiver of Subrogation.** The City and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. **INDEMNITY.** Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. The Contractor and City agree that any contractual claims against City shall be no exceed the limits of sovereign immunity. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

12. NOTICES. All written notices, demands and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Contractor at the address on the first page of this Contract; or to the City, at the address on the first page of this Contract, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

13 INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Contractor and its subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Contract justifying its termination.

14. NO LIEN. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Contract by Contractor.

15. TERMINATION.

15.1 Either party may terminate this Contract for cause in the event that the other party: (1) violates any material provisions of this Contract or performs same in bad faith; or (2) provides Services that do not comply with the specifications or requirements of this Contract; or (3) unreasonably delays in the performance of its obligations under this Contract, after written notice to said defaulting party and the opportunity to cure the default within a reasonable period. Upon failure to cure, this Contract may be terminated upon five (5) days written notice. An opportunity to cure shall not be required for multiple defaults of the same cause.

15.2 In the event of termination for cause, no payments to Contractor shall be made (1) for Services not satisfactorily performed; or (2) for assembly of and submittal of documents and public records as required under this Contract. In no event shall City be obligated to compensate Contractor for lost profits, or any resulting or consequential damages.

15.3 In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

15.4 This Contract may be terminated for failure by the Contractor to comply with the Public Records provisions of Chapter 119, Florida Statutes.

15.5 The City shall have the right to terminate this Contract, in whole or in part, without cause, upon three (3) days written notice to Contractor, when the City determines that continuation of this Contract would not produce beneficial results commensurate with the expenditure of public funds.

15.6 In the event of termination, Contractor shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Contract in Contractor's possession to the City, without additional cost, and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

15.7 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

16. REMEDIES.

16.1 The parties shall be entitled to all remedies available under this Contract, at law or in equity. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Contract or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Contract by Contractor, Contractor may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

16.2 No provision of this Contract is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employee of the City or Contractor.

17. GOVERNING LAW; JURISDICTION; VENUE. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

18. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS CONTRACT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

19. INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

20. ATTORNEY FEES. In the event suit is filed to construe or enforce this Contract, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

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

days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City. In addition to the foregoing, Contractor's consents to the City requesting from the Contractor's insurance carriers confirmation of any fees paid to Contractor arising out or related to the City's insurance coverages during the term of this Contract.

22. FEMA REIMBURSEMENT REQUIREMENTS. *(delete if not applicable).*

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

23. TIME OF ESSENCE. Time shall be of the essence for each and every provision of this Contract.

24. ASSIGNMENT. This Contract requires the skills and experience of Contractor and may not be assigned by Contractor without the City's prior written consent. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. SEVERABILITY. In the event that any term or provision of this Contract shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

26. WAIVER. Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Contract, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Contract.

27. CONTROLLING PROVISIONS. Except as otherwise specifically provided in this Contract, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the procurement solicitation or the Proposal, the provisions shall be given precedence in the following order: (1) this Contract, (2) the procurement solicitation; (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents

28. AMENDMENT. This Contract may only be modified by written amendment executed by the City and Contractor. Any amendments to this Contract: (1) shall be subject to the mutual written Contract of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Contract unless it is reduced to writing in accordance with this paragraph.

29. NO VERBAL CONTRACTS. No verbal contract or conversation with any officer, agent or employee of City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Contractor.

30. EXHIBITS. The Exhibits referenced in this Contract are incorporated into this Contract, regardless of whether they are attached.

31. COUNTERPARTS; ELECTRONIC SIGNATURES. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original; and such counterparts will constitute one and the

same instrument. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

32 ENTIRE CONTRACT. This Contract including the Exhibits, the procurement solicitation and the Proposal, all of which are incorporated into this Contract in their entirety, embody the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to said subject matter.

SPACE LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS.

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

CONTRACTOR

By: _____

Print Name: Russell P. Dunn

Title: Vice President

ATTEST:

CITY OF WEST PALM BEACH, FLORIDA

City Clerk

By: _____
Keith A. James, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and legality

Date: _____, 20____.

By: _____

EXHIBIT A
ITB, Proposal, Rates



Department

(B3)

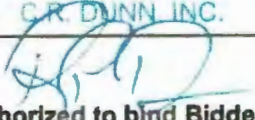
ADDENDUM 3 - REVISED SCHEDULE OF BID ITEMS
ITB 23-24-103 MK Citywide General Electrical Street Lighting Services

Bidder Company Name: C.R. DUNN, INC.

Item No.	Item Description	Unit Cost	Quantity	Unit	Total Price
GENERAL					
1	Mobilization	\$100.00	1	LS	\$ \$100.00
2	Maintenance of Traffic		1	ALLOWANCE	TBD
3	Construction Permits (Electrical and ROW)		1	ALLOWANCE	TBD
4	Electrical Plans		1	ALLOWANCE	TBD
5	FPL Service		1	EA	ACTUAL
6	Bonding (Not to exceed 6% of total work order or PO amount)		1	ALLOWANCE	TBD
7	Insurance (Not to exceed 6% of total work order or PO amount)		1	ALLOWANCE	TBD
*8	Survey, Stake & Certified As built Drawings		1	*ALLOWANCE	
LABOR					
9	Foreman	\$85.00	1	HRs	\$ \$85.00
10	Journeyman 1	\$75.00	1	HRs	\$ \$75.00
11	Journeyman 2	\$70.00	1	HRs	\$ \$70.00
12	Apprentice	\$60.00	1	HRs	\$ 60.00
13	Supervisor	\$90.00	1	HRs	\$ 90.00
EQUIPMENT					
14	55' Bucket Truck	\$45.00	1	HRs	\$ \$45.00
15	Auger Truck	\$50.00	1	HRs	\$ \$50.00
16	Crane	\$225.00	1	HRs	\$ 225.00
MATERIALS					
17	Ameron Poles 13'	\$5,545.00	1	EA	\$ 5,545.00
18	Ameron Poles 15'	\$5,659.00	1	EA	\$ 5,659.00
19	Ameron Poles 22'	\$7,733.00	1	EA	\$ 7,733.00
20	Lumec Fixtures	\$3,077.00	1	EA	\$ 3,077.00
21	Ameron Bracket	\$3,836.00	1	EA	\$ 3,836.00
22	Directional Bore	\$22.00	1	LF	\$ 22.00
23	Trenching	\$8.00	1	LF	\$ 8.00
24	Nightmaster Service (30 amp Higgins Post, 200 amp Meter Can)	\$4,650.00	1	EA	\$ 4,650.00
25	2" PVC Conduit	\$3.16	1	LF	\$ 3.16
26	2" PVC 90 Elbow	\$5.97	1	EA	\$ 5.97
27	2" PVC Coupling	\$1.00	1	EA	\$ 1.00

28	2" PVC Bell End	\$7.39	1	EA	\$ 7.39
29	3/4" PVC Conduit	\$1.05	1	LF	\$ 1.05
30	3/4" PVC 90 Elbow	\$1.60	1	EA	\$ 1.60
31	3/4" PVC Coupling	\$.30	1	EA	\$.30
32	3/4" PVC Bell End	\$3.43	1	EA	\$ 3.43
33	#6 Copper Wire	\$1.13	1	LF	\$ 1.13
34	#10 Copper Wire	\$.41	1	LF	\$.41
35	#6 Solid Bare Copper	\$.70	1	LF	\$.70
36	Red Wire Nuts	\$.15	1	EA	\$.15
37	Gel-Cap	\$41.00	1	EA	\$ 41.00
38	Weather Proof Fuse Holder	\$13.54	1	EA	\$ 13.54
39	10 Amp Fuse	\$20.38	1	EA	\$ 20.38
40	#4-6 C-Crimp	\$6.02	1	EA	\$ 6.02
41	Electrical Pull Boxes	\$468.55	1	EA	\$ 468.55
42	5/8" x 10" Ground Rod	\$27.71	1	EA	\$ 27.71
43	5/8" Ground Rod Clamp	\$2.10	1	EA	\$ 2.10
44	4-Point Multi Taps #14-4AWG (Weather proof)	\$75.31	1	EA	\$ 75.31
45	Milbank 16" Commercial 60 amp Power Pedestal Service Point	\$7,100.00	1	EA	\$ 7,100.00
46	Cadweld Plus One Shot	\$27.80	1	EA	\$ 27.80
RESTORATIONS & OTHER MISC ITEMS:					
47	Sod	\$3.50	1	SY	\$ 3.50
48	Sawcut	\$5.00	1	LF	\$ 5.00
49	Concrete	\$250.00	1	SY	\$ 250.00
50	SP 9.5 Asphalt	\$11.00	1	SY	\$ 11.00
51	Bagged Pea Gravel (installation inside handholes)	\$8.35	0.5	CF	\$ 8.35

Bidder Company Name: C.R. DUNN INC.

Signature of Official authorized to bind Bidder: 

Print Name: RUSSELL P. DUNN

Title: V.P.

Date: 11-13-2023

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.
END SCHEDULE OF BID ITEMS

(C)

Bidder Information

Company Name: C.R. DUNN, INC

State of Incorporation: FL.

Number of Years Company has been in business: 52

Bidder Address: 1202 POPE LANE
LAKE WORTH BEACH, FL 33460

Telephone: 561-585-2155

Email address: RUSTY@CRDUNN.NET

Web Site (if applicable): N/A

Federal Identification Number: 59-1313393 *Mandatory.*

Company Representative – contact for questions

Name & Title: RUSSELL P. DUNN Vice President

<u>561-585-2155</u>	<u>561-718-8550</u>	<u>RUSTY@CRDUNN.NET</u>
Phone No.	Mobile Phone No.	Email Address

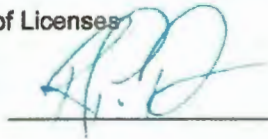
Company Representative – To Coordinate Work or for Emergency Purposes

Name & Title: Russell P. Dunn Vice President

<u>561-585-2155</u>	<u>561-718-8550</u>	<u>RUSTY@CRDUNN.NET</u>
Phone No.	Mobile Phone No.	Email Address

Provide copies of Licenses

Authorized
Signature:



Date: 11-13-2023

Printed Name: Russell P. Dunn

Title: Vice President

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



City of West Palm Beach
PROCUREMENT DIVISION
Office of the City Attorney
401 Clematis Street
West Palm Beach, FL 33401
P.O. Box 3366
West Palm Beach, FL 33402
Tel: 561- 822-2100
TTY: 800-955-8771

December 5, 2023

Via Email: RUSTY@CRDUNN.NET
Claudette@crdunn.net

Attn: Russel P. Dunn
C.R. Dunn, Inc.
1202 Pope Lane
Lake Worth, FL. 33460

RE: Letter of Intent to Award
ITB 23-24-103 MK Citywide General Electrical Street Lighting Services

Dear Sir/Madam:

Please accept this letter of intent to award **C.R. Dunn, Inc.**, a contract for **Citywide General Electrical Street Lighting Services** as described in the above referenced ITB, with the City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board (ECR) and the West Palm Beach CRA.

The City will commence preparation of separate contracts for each. Monica Keel, Procurement Specialist, will contact you if any documentation is additionally required. Please request a certificate of insurance for the types and amounts of coverage specified in the ITB including an additional insured endorsement identifying "The City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board the City of West Palm Beach CRA, its commissioners, officers, employees and agents", as Additional Insured.

Pursuant to Sec 66-70 of the City's Code of Ordinance, your firm and the City, ECR and/or CRA will be contractually bound only if and when a written contract between the parties is duly and fully executed.

Thank you. We look forward to a successful working relationship with your organization. If you have any questions, please contact Monica Keel, Procurement Specialist, at 561-822-2100 or mkeel@wpb.org.

Sincerely,

Donna L. Levengood
Donna L. Levengood
2023.12.04 16:00:20 -05'00'
Donna Levengood
Procurement Official

cc: 29650
Suzanne Berglund, Assistant Director of Engineering Services
Lorenzo Rivero, Special Projects Manager
Donald Gustafson, Special Projects Manager