

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

BID TITLE Temporary Employment Services for S.E. Florida Governmental Purchasing Cooperative Group

BID NO.: 13-D-140F

BIDS WILL BE OPENED 2:00 P.M. (EST), Wednesday, August 28, 2013 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Gail Dixon, (954) 344-1104

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO: ()
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER:

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services,

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.

3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by

the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents; and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

8.1.1 The chemical name and the common name of the toxic substance.

8.1.2 The hazards or other risks in the use of the toxic substance including:

a) The potential for fire, explosion, corrosively and reactivity;

b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being

- aggravated by exposure to the toxic substance; and
- c) The primary routes of entry and symptoms of over exposure.

- 8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 8.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

- 12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services.
- (f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate two (2) years from that date. The CITY may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CITY reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The successful Bidder shall allow the CITY to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form
- (c) Non-Collusive Affidavit.
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



DATE: August 6, 2013

BID NUMBER: 13-D-140F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for:

**TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP**

Sealed Bids must be received and time stamped by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, August 28, 2013. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The CITY reserves the right to reject any or all bids, to waive any informalities or irregularities and technicalities not involving price, time or changes in the work, in any bid received, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Gail Dixon
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA
DEPARTMENT OF FINANCIAL SERVICES • PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

BID 13-D-140F
TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP

INSTRUCTIONS TO BIDDERS

1. **SCOPE OF SERVICES**

See Attachment "A".

2. **TERMINATION FOR CONVENIENCE OF CITY**

2.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

3. **ASSIGNMENT**

3.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

4. **APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS**

4.1 **Familiarity with Laws:** Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. the city is providing the following list of references for the convenience of the bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CITY or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is

not intended to be inclusive and omission shall not be a defense for a Bidder's, Contractor's or Sub-contractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

4.1.1 Non-Segregated Facilities: The Successful Bidder and each sub-contractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the bidder and all sub-contractors certifies that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.

4.1.2 Nondiscrimination and Equal Opportunity Employment: Durin the performance of the Contract, the Successful Bidder agrees as follows:

(a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CITY.

5. INDEMNIFICATION

5.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the

Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

- 5.2 **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Bidder agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
- 5.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 5.4 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 Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

6. INSURANCE

- 6.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 6.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE (S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.
- 6.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

6.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- 6.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.6 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 6.7 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 6.8 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.9 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 6.10 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

7. BID FORM

- 7.1 This Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work,

may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**BID 13-D-140F
 TEMPORARY EMPLOYMENT SERVICES FOR
 S.E. FLORIDA GOVERNMENTAL PURCHASING
 COOPERATIVE GROUP**

ESTIMATED ANNUAL USAGE

| BLUE COLLAR - USAGE IN HOURS | | | | | | | | | |
|-------------------------------------|-----------------------|-----------------------|----------------|-------------------------|--------------------------|--------------------------|-------------|--|------------|
| | Custodian/ Janitor | Maintenance Worker | Lead Worker | Water Plant Operator | Facilities Technician | Equipment Operator II | Inspector I | | |
| Coral Springs | 0 | 3,500 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Boca Raton | 500 | 2,000 | 100 | 0 | 0 | 0 | 0 | | 0 |
| Broward MPO | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Boynton Beach | 0 | 5,000 | 0 | 0 | 2,000 | 5,000 | 0 | | 0 |
| Coconut Creek | 960 | 480 | 0 | 0 | 480 | 0 | 0 | | 0 |
| Cooper City | 40 | 80 | 0 | 0 | 96 | 0 | 0 | | 0 |
| Dania Beach | 1,920 | 960 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Davie | 2,080 | 2,080 | 2,080 | 0 | 0 | 2,080 | 0 | | 0 |
| Deerfield Beach | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Ft. Lauderdale | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Green Acres | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Hallandale Beach | 0 | 0 | 0 | 120 | 0 | 0 | 0 | | 0 |
| Hollywood | 80 | 120 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Lauderdale Lakes | 0 | 320 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Miami Gardens | 0 | 0 | 0 | 0 | 0 | 0 | 100 | | 0 |
| N. Lauderdale | 0 | 40 | 0 | 0 | 0 | 0 | 0 | | 0 |
| N. Miami | 0 | 16,000 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Oakland Park | 40 | 40 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Parkland | 160 | 80 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Sunrise | 20 | 40 | 0 | 0 | 0 | 10 | 0 | | 0 |
| Tamarac | 0 | 20 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total Hours: | 5,800 | 30,760 | 2,180 | 120 | 2,576 | 7,090 | 100 | | 100 |

WHITE-COLLAR - USAGE IN HOURS

| | Receptionist | Office Assistant | Principal Office Assistant | Sr. Office Assistant | Permit Services Rep | Legal Secretary | Accounting Clerk I | Accounting Assistant | Accountant | Information Services Technician | Information Services Specialist | Public Works Inspector | Park Ranger | Purchasing Assistant |
|---------------------|--------------|------------------|----------------------------|----------------------|---------------------|-----------------|--------------------|----------------------|-------------|---------------------------------|---------------------------------|------------------------|-------------|----------------------|
| Coral Springs | 0 | 160 | 160 | 0 | 300 | 0 | 0 | 0 | 0 | 300 | 0 | 0 | 0 | 0 |
| Boca Raton | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Broward MPO | 0 | 0 | 0 | 320 | 0 | 0 | 0 | 0 | 320 | 0 | 0 | 0 | 0 | 0 |
| Boynton Beach | 0 | 0 | 2,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coconut Creek | 960 | 960 | 0 | 0 | 0 | 0 | 480 | 0 | 480 | 480 | 480 | 0 | 480 | 0 |
| Cooper City | 0 | 120 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 40 | 0 | 0 | 40 |
| Dania Beach | 0 | 1,920 | 0 | 960 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Davie | 0 | 2,080 | 0 | 2,080 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,080 | 200 | 0 |
| Deerfield Beach | 0 | 2,000 | 2,000 | 2,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ft. Lauderdale | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 40 | 0 | 0 | 0 | 0 | 0 |
| Green Acres | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 480 | 0 | 0 | 0 | 0 | 0 |
| Hallandale Beach | 75 | 70 | 0 | 0 | 0 | 0 | 0 | 70 | 20 | 0 | 0 | 0 | 0 | 0 |
| Hollywood | 80 | 20 | 0 | 40 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 40 | 0 |
| Lauderdale Lakes | 320 | 320 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Miami Gardens | 100 | 0 | 160 | 0 | 0 | 100 | 0 | 0 | 0 | 0 | 0 | 960 | 0 | 0 |
| N. Lauderdale | 60 | 40 | 0 | 0 | 0 | 0 | 0 | 40 | 40 | 0 | 0 | 0 | 0 | 0 |
| N. Miami | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Oakland Park | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 100 | 500 | 0 | 0 | 0 |
| Parkland | 80 | 40 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 80 | 0 |
| Surprise | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 0 |
| Tamarac | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Hours: | 1,690 | 7,730 | 4,320 | 5,440 | 300 | 100 | 540 | 190 | 1380 | 880 | 1,040 | 3,040 | 800 | 40 |



CITY OF CORAL SPRINGS

FEMA AMENDMENT

THIS FEMA AMENDMENT ("Amendment") is made part of your Contract/Agreement with the City:

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 federal government for funds which will be used to pay Contractor or reimburse Contractor for payments made to Contractor. FEMA will only consider reimbursing contract which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds;

therefore, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby 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 of this FEMA Amendment (including Form FHWA-1273 attached as Attachment 1 and incorporated in this Amendment) shall apply.

1. Legal Requirements. Contractor shall comply with all applicable federal laws, rules and regulations and all state and local laws and requirements.
2. Payment. Payment shall be based on unit rates/prices pursuant to the Contract fee schedule. Contractor shall submit invoices covering no more than a 30 day period.
3. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debar or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City code.
4. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.
5. Environmental Regulations. Contractor shall comply with all applicable environmental laws and regulations, including all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
6. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Agreement is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida, Florida Division of Emergency Management, pertaining to:
 - (i) reporting;
 - (ii) patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
 - (iii) to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding agreement (or similar agreement) with the City.
7. Environmental Regulations. If the Contract is in excess of One Hundred Thousand Dollars (\$100,00.00), Contractor and its subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). Contractor and its subcontractors

shall incorporate these requirements into all subcontracts in excess of One Hundred Thousand Dollars.

8. Energy Efficiency. Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. Civil Rights. The contractor, and any subcontractors, shall comply with each of the following federal laws, regulations and requirements to the extent applicable:

- (a) Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- (b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. Additional Federal Laws and Regulations. The Contractor, and any subcontractors, shall comply with each of the following federal laws, regulations and requirements to the extent applicable:

(a) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. Sec. 5121, et seq.

(b) 44 CFR Parts 13 and 206.

(c) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(d) Resource Conservation and Recovery Act.

(e) National Historic Preservation Act.

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(g) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(h) Federal regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) Federal agency requirements and regulations pertaining to copyrights and rights in data.

11. Debarment, Suspension, Ineligibility.

11.1 Certification. Contractor hereby certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

11.2 **Terms.** The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in the certification have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

11.3 **Subcontractors.** Contractor shall not knowingly enter into any lower tier covered transaction with a person or subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract.

11.4 **Subcontracts.** Contractor further agrees that it will include the following certification clause in all subcontracts and lower tier covered transactions and in all solicitations for lower tier covered transactions.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Subcontracts and Purchase Orders:*

1. The prospective subcontractor/lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. **Access to Records**

12.1 The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States, Inspector Generals or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

12.2 The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, Inspector General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

13. **Indemnity of Funding Entities.** Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with the Contract.

14. **No Obligation by the Federal Government**

14.1 Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

14.2 The Contractor agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. FHWA Requirements. For all types of work eligible for reimbursement under the Federal Highway Administration Emergency Relief Program, Contractor and its subcontractors shall comply with all applicable requirements contained in FHWA Form 1273, a copy of which is attached as **Attachment 1** and incorporated into this Amendment.

16. Anti-Kickback. If the Contract is for construction or repair, Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "anti-Kickback" Act (18 USC 74) as supplemented in Department of Labor regulations (29 CFR Part 3).

17. Davis Bacon Act. If the Contract is a construction contract in excess of Two Thousand Dollars (\$2,000), and if required by the applicable federal grant program legislation, Contractor and its subcontractors shall comply with the provisions of the David Bacon Act (40 USC 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5).

18. Contract Work Hours and Safety Standards Act. If the Contract is a construction contract in excess of Two Thousand Dollars (\$2,000), or any other type of contract which involves the employment of mechanics or laborers in excess of Two Thousand Five Hundred Dollars (\$2,500), Contractor and its subcontractors shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). To the extent that such statutes and regulations apply and require the inclusion of any language into the Contract, such language shall be deemed included and made a part of this Amendment and the Contract as if fully set forth herein.

19. Equal Employment Opportunity. If the work to be provided under this Amendment is construction work in excess of Ten Thousand Dollars (\$10,000), Contractor and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3, if required), then such language shall be deemed included and made part of this Amendment and the Contract as if fully reproduced herein.

20. Performance and Payment Bonds. If not already required under the Contract, the Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

If such bonds have already been provided by Contractor, Contract shall obtain, as necessary, the consent of its surety to this Amendment.

21. Sub-contracts. To the extent applicable, the Contractor shall cause include the provisions of this Amendment in all subcontracts.

22. Effect of Amendment. This Amendment shall only modify the 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 this Amendment should be read to operate in concert, except where directly in conflict. All other terms and provisions of the Contract not modified by this Amendment shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Contract, as may be previously amended, and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory; to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY; ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1867 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**BID FORM FOR TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP
BID NO. 13-D-140F**

SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP

6. Bidder will provide services for the following price(s):

| Item No. | Estimated Annual Usage (Hours) | Description | Unit Price (Per Hour) | Total Price |
|------------------------------|--------------------------------|---------------------------------|-----------------------|-------------|
| A. Blue Collar | | | | |
| 1 | 6,000 | Custodian | \$ | \$ |
| 2 | 30,800 | Maintenance Worker | \$ | \$ |
| 3 | 2,200 | Lead Worker | \$ | \$ |
| 4 | 120 | Water Plant Operator | \$ | \$ |
| 5 | 2,600 | Facilities Technician | \$ | \$ |
| 6 | 7,100 | Equipment Operator II | \$ | \$ |
| 7 | 100 | Inspector I | \$ | \$ |
| Subtotal (Blue Collar): | | | | \$ |
| B. White Collar | | | | |
| 1 | 1,700 | Receptionist | \$ | \$ |
| 2 | 7,750 | Office Assistant | \$ | \$ |
| 3 | 4,320 | Principal Office Assistant | \$ | \$ |
| 4 | 5,440 | Sr. Office Assistant | \$ | \$ |
| 5 | 300 | Permit Services Representative | \$ | \$ |
| 6 | 100 | Legal Secretary | \$ | \$ |
| 7 | 540 | Accounting Clerk I | \$ | \$ |
| 8 | 200 | Accounting Assistant | \$ | \$ |
| 9 | 1,400 | Accountant | \$ | \$ |
| 10 | 880 | Information Services Technician | \$ | \$ |
| 11 | 1,040 | Information Services Specialist | \$ | \$ |
| 12 | 3,040 | Public Works Inspector | \$ | \$ |
| 13 | 800 | Park Ranger | \$ | \$ |
| 14 | 40 | Purchasing Assistant | \$ | \$ |
| Subtotal (White Collar): | | | | \$ |
| Total (Blue & White Collar): | | | | \$ |

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

| | |
|--------------------|------------|
| Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ |

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
9. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
10. Communications concerning this Bid shall be addressed to:

Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

11. The following documents are attached to and made as a condition to this Bid:

(a) Certificate(s) of insurance

13. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 201__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 201____.

Witness

Signature of Owner

Printed Name of Corporation,
Partnership, Firm

Witness

Printed Name of Owner

Business Address

City/State/Zip

() _____
Business Phone Number

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|-------------|--------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says
that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 201____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____
9. Have you personally inspected the site of the proposed work? _____ Yes _____ no
10. Did you attend the pre-bid conference if such conference was held? _____ (Y) _____ (N)
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

13. State the name of the individual who will have personal supervision of the work:

14. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

15. State the name and address of attorney, if any, for the business of the Offeror:

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

18. Bank References:

| <u>BANK</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

19. Attach a financial statement (including bidder's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
- b. Net fixed assets
- c. Other assets
- d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)*

19.1 State the name of the firm preparing the financial statement and date thereof:

19.2 Is this financial statement for the identical organization named on page one?
(Y) ____ (N) ____

19.3 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

19.4 Will this organization act as a guarantor of the contract?

(Y) ____ (N) ____

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): _____

Address: _____

Telephone No: _____ () _____

Contact person: _____ Title: _____

Number of years in business: _____ Years

Address of nearest facility: _____

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name: _____

Address: _____

Telephone No: _____ () _____

Contact Person: _____ Title: _____

Date Products Sold: _____

2. Company Name: _____

Address: _____

Telephone No: _____ () _____

Contact Person: _____ Title: _____

Date Products Sold: _____

3. Company Name: _____

Address: _____

Telephone No: _____ () _____

Contact Person: _____ Title: _____

Date Products Sold: _____

BID 13-D-140F
TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP

ATTACHMENT "A"

I. NATURE OF BID

The City of Coral Springs is soliciting bids for a contract for the purchase of temporary employment services. This is a cooperative invitation to bid issued by the City of Coral Springs on behalf of the participating agencies referenced within the specifications, for the purchase of their estimated annual requirements. Any reference in the bid documents to a single entity shall apply to all participating entities referenced in the Invitation to Bid. The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR (S).

Some of the co-op members may currently have a contract in place for the commodities listed herein. Those entities will participate in this bid at the expiration of their current contracts.

II. SCOPE OF WORK

The successful contractor(s) will furnish all personnel necessary for the day-to-day operations of all agencies participating in this cooperative bid. Temporary employees must be available and report for work within twenty-four (24) work hours of notification. Contractors who are not able to meet delivery requirements will be considered non-responsive.

III. TERM OF CONTRACT

The bidder will be bidding on a two (2) year contract commencing upon approval by the City Commission. This contract may be renewed for two (2) additional two (2) year terms by mutual agreement of the parties. The City will issue a notification of intent to

renew by mail sixty (60) days prior to the expiration date of the contract. The vendor shall be required to respond within thirty (30) days of receipt of notice. All terms and conditions of the original contract will remain unchanged for any contract extension.

The prices offered and accepted must remain firm for the first full year of the contract. Such costs for the second year are subject to an adjustment only if an increase occurs throughout the local industry, but any such increase may not exceed 4% per year. Any such increase must be documented and submitted in writing to the city at least ninety (90) days prior to the contract anniversary date. The City, after examination, may refuse to accept the adjusted costs if they are not properly documented or if they are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive and the matter cannot be resolved to the satisfaction of the City the contract can be cancelled by the City upon thirty (30) days written notice to the Contractor(s).

EXECPTION: If the Federal government revises the minimum wage, the Contractor shall have an opportunity to request immediate price relief to the lead agency for this cooperative contract. There is also an allowance for implementation of Obama Care which vendors must provide full documentation. All requests must be in writing with full documentation explaining what increase covers for vendor and temporary staff. In addition, if vendor implements Obama care providing medical insurance for their temporary staff, you place the request in writing and provide detailed information for the hourly rates to be increased.

IV. TEMP TO HIRE

Should an opening for a permanent position within a co-op agency come available, the temporary worker may apply for this position. The co-op agency reserves the right to hire this temporary worker without any financial obligation to the Contractor.

V. VACATION PAY

If a temporary worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the co-op agency two (2) weeks notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

VI. OVERTIME

Should any assignment require the temporary employee to work more than forty (40) hours in any given week, the co-op agency shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

VII. LOCATIONS

Please provide physical address, contact person, phone number, fax number and email of each location your firm has in **Broward, Palm Beach and Miami-Dade County**. Note: firms must have a minimum of 2 office locations in at least 2 of the above counties.

VIII. QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All services will be ordered on an as needed basis. The minimum request will be for one (1) day (eight (8) hours).

The successful Contractor(s) shall be required to submit a report to the City of Coral springs detailing all contract usage by all participating co-op agencies on a quarterly basis.

IX. PARTICIPATING AGENCIES

| | |
|-----------------|------------------|
| Coral Springs | Hallandale Beach |
| Boca Raton | Hollywood |
| Broward MPO | Lauderdale Lakes |
| Boynton Beach | Miami Gardens |
| Coconut Creek | N. Lauderdale |
| Cooper City | N. Miami |
| Dania Beach | Oakland Park |
| Davie | Parkland |
| Deerfield Beach | Sunrise |
| Ft. Lauderdale | Tamarac |
| Green Acres | |

A complete list of Co-Op members has been provided herein. Any member not specifically mentioned above may participate pursuant to the provisions of Section I of this specification.

X. POSITION CLASSIFICATIONS

A. BLUE COLLAR

1. CUSTODIAN

WORK OBJECTIVE:

Under direction, performs responsible janitorial work involving the care and maintenance of various municipal buildings. Although the employee works independently and is often

physically removed from supervision, duties are performed within the framework of pre-established policies and procedures.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Vacuums and shampoos carpet.
- Scrubs, mops, waxes, strips and polishes floors.
- Dusts, cleans and polishes furniture and woodwork.
- Cleans windows, doors, walls, tiles, air conditioning vents, etc.
- Cleans restroom facilities, e.g., toilets, sinks, floors; replaces paper supplies and soap in restrooms.
- Maintains inventory of cleaning and paper supplies; prepares and maintains routine records and logs; requisitions supplies as needed.
- Sets up and takes down tables, chairs, platforms and podiums for meetings.
- Moves office furniture and equipment; assists in making simple repairs to building equipment and furniture.
- Empties waste baskets; takes out trash for disposal.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED, some janitorial experience preferred; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Knowledge of methods, materials, chemicals and equipment used in commercial cleaning.

Knowledge of special equipment such as electronics equipment and sound systems, etc.

Ability to understand and follow written and oral instructions.

Ability to perform work requiring strength and dexterity; ability to perform work for extended periods of time while standing.

Ability to operate basic yard maintenance equipment and machinery.

Ability to adhere to prescribed routines and practices.

Ability to read and write English.

Ability to prepare and maintain routine records and logs.

Ability to operate basic office equipment.

Ability to perform moderately physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials, supplemented by a demonstrated ability to read and write English.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of moderately physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds). May require occasional lifting, carrying, pushing, and/or pulling of heavier objects.

ENVIRONMENTAL REQUIREMENTS:

Tasks are performed in outdoor and indoor environments. Due to the nature and non-specific location of the work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Some tasks include working in and around potentially hazardous environments and/or chemicals, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

2. MAINTENANCE WORKER

WORK OBJECTIVE:

Under direct supervision, the purpose of the position is to provide organization, sanitation, and general maintenance in the assigned area of the assigned Department. Employees in this classification perform general and preventative maintenance work. Position is responsible for the cleanliness and maintenance of supplies in the assigned areas.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Organizes the set up and break down for work areas, break rooms and classrooms throughout the building.
- Maintains fields and courts; sets up fields; paints facilities; mows grass, and inspects parks for repairs.
- Relocates and organizes furniture, fixtures and equipment as required by departmental functions.
- Maintains a safe and clean working environment and provides for the general upkeep for the assigned areas.
- Organizes and restocks products and supplies through weekly inventories.
- Performs cleaning tasks and preventive maintenance according to assigned schedules or as directed.
- Utilizes various cleaning agents, mixing such according to label instructions and product specifications, and using in accordance with prescribed safety precautions and directions.
- Utilizes various custodial and general maintenance equipment.
- Performs various routine and minor facilities improvement tasks, e.g., painting, minor repairs.
- Performs routine grounds maintenance tasks, including, but not limited to: lawn mowing, tree and hedge trimming, edging, blowing, installation of mulch and pulling of weeds.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED preferred; supplemented by demonstrated ability to fulfill the physical requirements of the work; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Ability to understand and follow written and oral instructions.

Ability to perform routine maintenance and custodial tasks with limited supervision.

Ability to read and write English.

Ability to operate various basic tools and grounds keeping equipment, e.g., hammer, screwdriver, wrench, saw, lawn mower, edger, chainsaw, blower.

Some positions may require the ability to operate City vehicles and some heavy equipment, e.g., forklift, tractor, trucks.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds). Requires intermittent lifting, carrying, pushing, and/or pulling of heavier objects (80+ pounds).

ENVIRONMENTAL REQUIREMENTS:

Some work is performed in usual office conditions with some exposure to disagreeable environmental factors, e.g., cleaning chemicals/fumes, mild temperature variations, dust. Almost all work is performed in outdoor environments. Due to the nature and location of the work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Some tasks include working in and around vehicle/equipment and lawn maintenance equipment, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

3. LEAD WORKER

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to coordinate all routine and preventative maintenance efforts to provide a clean, safe, working environment. Employees in this class are distinguished from that of the Maintenance Worker by the completion of additional training in a trade discipline relevant to facilities maintenance. Position is responsible for coordinating all repair, remodeling and relocation efforts.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one

position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Ensures a safe, clean working environment by maintaining the assigned area.
- Performs maintenance activities for athletic fields and courts. Sets up fields for sports leagues. Paints facilities as needed, maintains turf and clay fields; mows grass as needed.
- Coordinates and organizes all minor repair, remodeling, and relocation projects throughout the Division.
- Advises Maintenance Workers, in a variety of tasks, of work to be accomplished in order to clarify and expedite projects and repairs.
- Oversees and participates in the projects and repairs in progress, and reviews completed work.
- Recognizes and reports any detected deterioration, repair needs, and maintenance needs to Supervisor.
- Performs maintenance and general repairs on structures, facilities, equipment, and other property in one or more of the trade disciplines, e.g., irrigation plumbing and repair, masonry, carpentry.
- Performs cleaning tasks and preventive maintenance according to assigned schedules or as directed.
- Utilizes various cleaning agents, mixing such according to label instructions and product specifications, and using in accordance with prescribed safety precautions and directions
- Performs various routine to moderately complex facilities improvement tasks, e.g., irrigation repairs and maintenance, painting, minor facilities repairs.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by two (2) or more years experience and/or training in one (1) or more of the trade disciplines outlined herein, and possess abilities in an additional trade discipline acquired through either internal or external vocational training resources; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Ability to understand and follow written and oral instructions.

Ability to perform routine to moderately complex maintenance and custodial tasks with limited supervision.

Ability to read and write English.

Ability to operate various basic tools and grounds keeping equipment, e.g., hammer, screwdriver, wrench, saw, lawn mower, edger, chainsaw, blower.

Some positions may require the ability to operate City vehicles and some heavy equipment, e.g., forklift, tractor, trucks.

Ability to operate all equipment and tools in one or more of the trade disciplines.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds). Requires intermittent lifting, carrying, pushing, and/or pulling of heavier objects (80+ pounds).

ENVIRONMENTAL REQUIREMENTS:

Some work is performed in usual office conditions with some exposure to disagreeable environmental factors, e.g., cleaning chemicals/fumes, mild temperature variations, dust. Most work is performed in outdoor environments. Due to the nature and location of the work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Some tasks include working in and around vehicle/equipment and lawn maintenance equipment, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

4. WATER PLANT OPERATOR

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to operate and regulate water flow and pressure in the City's Utilities Division. Employees in this classification are responsible for performing routine to complex inspection and maintenance duties to ensure efficient and effective operation of water facilities and equipment. Objective is to ensure safe and clean drinking water is provided to the City.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Performs skilled operational and regulatory work in the testing and treatment of City water in compliance with all applicable City, State and Federal regulations and guidelines.
- Performs routine to complex maintenance and repair duties of water equipment and facilities, e.g., pumps, tanks, aerators, precipitators, filters, motors, pulleys, drive belts, solids and chemicals handling.
- Performs and records chemical and pressure sampling and laboratory testing; calculates results/readings; ascertains treatment performance and quality; performs appropriate equipment adjustments and calibrations.
- Monitors and sets chlorine machinery to obtain proper chemical usage readings.
- Operates and maintains pump stations; records daily pump readings, e.g., pressure, flow, time, chemical usage, pump function/operation; perform corrective measures to pump operations and settings as necessary.
- Performs clerical duties, e.g., data entry; generates spreadsheets for process control; prepares various reports; performs calculations, runs quantitative/qualitative analysis and interprets data for performance evaluation.
- Performs various maintenance and purging duties, e.g., cleans algae from clarifier overflow weirs; cleans mechanical aerators and diffuser; cleans pumps, pipes and plumbing apertures.
- Transfers treated and untreated water.

MINIMUM QUALIFICATIONS:**Education / Certifications / Experience --**

High school diploma or GED; Florida Class "C" Water Operator's License; supplemented by one (1) to two (2) years responsible experience in utilities operations; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Florida Driver's License.

Knowledge, Skills, & Abilities --

General knowledge of the methods, tools, equipment and necessary safety precautions used in water plant operator work.

Considerable knowledge of all functions relevant to the operation of utility pumps.

Ability to understand and follow written and oral instructions.

Ability to inspect machinery and mechanical equipment and to detect and identify apparatus malfunctions.

Ability to operate various hand held tools and repair equipment, e.g., gas portable pumps, air-compressors.

Ability to operate various heavy equipment and machinery, e.g., utility vehicles, dump truck, fork lift.

Ability to operate various office equipment, e.g., computer terminals, telephone systems, calculator.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of heavy objects and materials (20-100 pounds). Some tasks involve the intermittent performance of extremely physically demanding work, typically involving some combination pushing, and/or pulling of heavy objects (150 pounds).

ENVIRONMENTAL REQUIREMENTS:

Some tasks are performed in a shop environment, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Some tasks are performed in an outdoor environment with potential for exposure to disagreeable elements, e.g., heat, humidity, toxic agents. Tasks include working around moving parts, equipment, carts, and materials handling where physical risks are predictable/controllable by observance of standard safety precautions.

5. FACILITIES TECHNICIAN

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in one or more of the trade disciplines, e.g., electrical, masonry, plumbing, carpentry. Performs all work according to established safety standards, building codes and regulations applicable to the work. Employees in this

classification have previous experience in the trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Performs routine maintenance and repairs on structures, facilities, equipment, and other City property in one or more of the trade disciplines, e.g., electrical, plumbing, masonry, carpentry, locks.
- Performs various semi-skilled carpentry tasks, i.e., hangs doors, installs shelving, installs drywall.
- Performs general maintenance, replacement tasks and minor plumbing repairs to restrooms, drinking fountains and plumbing fixtures.
- Performs minor electrical repair, replacement and installation tasks of various electrical components, e.g., ceiling fans, light fixtures, electrical switches.
- Prepares and performs various special projects, e.g., painting, carpentry, plumbing, masonry, locks, office remodeling.
- Prepares and submits work estimates for work orders; locates vendors and contractors to supply materials or labor, schedules work with customers.
- Performs preventive maintenance inspections on City buildings.
- Assists with public safety emergency response.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by two (2) years' experience in semi-skilled laboring or maintenance work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class D Florida Driver's License.

Knowledge, Skills, & Abilities –

General knowledge of the methods, tools, equipment and necessary safety precautions used in general maintenance and repair work.

Knowledge of current codes and regulatory standards governing facilities construction, maintenance and repair.

Ability to understand and follow written and oral instructions.

Ability to read and write English.

Ability to operate basic office equipment, e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to operate basic manual and electric hand tools, e.g., hammer, screwdriver, skill saw, power drill, wrench, level, pliers.

Ability to operate various City automobiles and pickup trucks.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-90 pounds). Requires intermittent lifting, carrying, pushing, and/or pulling of heavier objects (200+ pounds).

ENVIRONMENTAL REQUIREMENTS:

Some work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations. Some tasks are performed in an outdoor environment with potential for exposure to disagreeable elements, e.g., heat, humidity, toxic agents. Some tasks are performed in a shop environment, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

6. EQUIPMENT OPERATOR II

WORK OBJECTIVE:

Under direction, the purpose of the position is to perform skilled maintenance and construction work through the operation of heavy equipment and machinery. Employee possesses journeyman knowledge of various public services construction, repair and maintenance activities policies and procedures. Employee performs all work according to established safety standards, codes and regulations applicable to the work. Employee works with independence and limited supervision, and functions in a lead capacity in the absence of a supervisor.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Operates complex and heavy mechanical equipment.
- Performs routine safety inspections of operating equipment and mechanical systems; performs maintenance, makes moderately complex repairs, and assists in complex repairs of equipment and vehicles.
- Operates a wide variety of construction equipment and tools; operates various standard hand-held manual, electrical, and gas powered tools and equipment; operates a variety of specialized specific tools and equipment.
- Performs routine to complex maintenance and repairs on structures, facilities, equipment, street signs, sidewalks, bicycle paths and other City property.
- Performs inspections, maintenance repairs and construction of Public Works facilities.
- Prepares and performs various special projects, e.g., painting, carpentry, plumbing, masonry, underground utilities, paving, pavement marking, road signs.
- Identifies and reports any detected deterioration, repair needs, and maintenance needs to supervisor.
- Acts as Crew Leader to subordinate personnel in the absence of a supervisor.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by three (3) to four (4) years responsible experience in Public Works/construction, to include two (2) years' experience in the operation of heavy equipment; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class "B" Florida Commercial Driver's License. Must possess and maintain Department of Transportation Zone Intermediate Certificate.

Knowledge, Skills, & Abilities –

Knowledge of the hazards involved and of applicable safety precautions and established safety precautions essential in avoidance of injury or accidents.

Considerable knowledge and training of procedures, equipment and methods utilized in the heavy equipment trade.

Ability to understand and follow written and oral instructions.

Ability to read and write English.

Ability to operate basic office equipment, e.g., printers, copy machines, telephone systems, facsimile machines.

Ability to make minor adjustments of repairs to assigned equipment.

Ability to perform physically demanding manual labor.

Skill in inspecting, diagnosing and repairing complex mechanic problems of automotive motors and equipment.

Skill in operating various heavy construction equipment and machinery.

Skill in operating various automobiles, light and heavy trucks, mechanical equipment and other gasoline and diesel driven motors, e.g., service trucks, forklifts, back hoe, grader, bulldozer, dump trucks.

PHYSICAL REQUIREMENTS:

Tasks involve the performance of physically demanding work, typically involving some combination of standing, walking, sitting, reaching, stooping, climbing or kneeling, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds). Requires intermittent lifting, carrying, pushing, and/or pulling of heavier objects (100+ pounds). Work includes exposure to physically stressful conditions including extended periods of shaking or jolting from machinery and equipment.

ENVIRONMENTAL REQUIREMENTS:

Tasks are performed in outdoor environments. Due to the nature and location of the work environment, tasks include potential for exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Tasks include working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

7. INSPECTOR I

WORK OBJECTIVE:

Under general direction, the purpose of the position is to inspect structural, electrical, mechanical, or plumbing building/development to enforce compliance with the Florida Building Code. Employees in this classification perform at a technical level, and are responsible for reviewing development operations to verify conformity with the approved plans and specifications in their respective trades. Objective is to enforce all local, state and federal laws, ordinances and regulations to ensure the safety and welfare of the general public.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Performs systematic site inspections of skilled trades work for new and existing construction within the city, to ensure compliance with all applicable City, state and Federal code and regulatory requirements in their respective trades, e.g., structural, electrical, mechanical, plumbing.
- Verifies compliance with approved building permits, plans and specifications; reviews and approves work of completed projects.
- Collaborates with independent contractors and subcontractors, engineers, architects, homeowners, and internal administrative support to ensure all required documentation is completed and submitted for approval of requested permits and licenses.
- Reads and interprets blue prints and specifications for construction plans and designs.
- Identifies compliance problems and issues code violations; meets with violators and general public to explain and interpret applicable codes and advises violator of expected time frame to correct infraction; performs re-inspection to determine if corrections have been made to achieve compliance.
- Issues written violations of codes; makes re-inspection to determine if corrections have been made to achieve compliance.
- Reviews, maintains and updates all files, documents, records and reports of inspections activities and findings.
- Communicates with Building Official on any structural problems, code issues or regulatory requirements that have not been resolved.

- Maintains current knowledge of trends and regulatory developments for application to functional areas under charge; attends annual continuing education courses for re-certification.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High School Diploma or GED; supplemented by all appropriate certifications for the position in the respective trade/discipline as designated under the provisions of the Florida Building Code (Broward County Administration); or an equivalent combination of education, training, and experience. Must possess a valid Florida Driver's License.

Knowledge, Skills, & Abilities –

Knowledge of current codes and regulatory standards governing the state's building construction industry in the respective trade/discipline.

Knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g., plans review, licensing, permitting, inspections.

Ability to understand and follow written and oral instructions.

Ability to provide plans review oversight and recommend/develop modifications as necessary to ensure overall project compliance with applicable codes and regulatory standards.

Ability to operate basic office equipment, e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to read, update and maintain various records and files.

Ability to access, operate and maintain various software applications.

Ability to clearly communicate information both verbally and in writing.

Ability to establish and maintain effective working relationships with City employees, departmental staff and management, contractors, engineers, architects and property owners.

Skill in the review and interpretation of construction project plans, and the technical interpretation of applicable construction codes and regulatory standards.

Skill in written communications for the effective development and presentation of departmental reports and modifications to established codes and ordinances.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work typically involving some combination of typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve some lifting, carrying, climbing ladders, pushing and/or pulling of objects and materials of light weight (5-25 pounds). Tasks may involve extended periods of time at a keyboard or workstation, and walking on roofs.

ENVIRONMENTAL REQUIREMENTS:

Tasks are performed in outdoor and indoor environments. Due to the nature and non-specific location of the work environment, tasks include potential for intermittent exposure to disagreeable elements, e.g., heat, humidity, inclement weather. Some tasks include working in and around moving vehicles and building equipment/machinery, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents.

B. WHITE COLLAR**1. RECEPTIONIST****WORK OBJECTIVE:**

Performs routine duties as primary receptionist for City Hall and general clerical duties under the supervision of the Finance Department, or clerical responsibilities under the Director or supervisor of Parks & Recreation. Employee in this class has the responsibility of answering all incoming calls on the main switchboard and greeting all persons coming into City Hall or parks and recreation facilities, and directing inquiries to proper individual or department. Employee is also required to perform general clerical duties and work as assigned. Detailed instructions are given for new or difficult assignments and work is reviewed in progress or upon completion for accuracy.

ESSENTIAL FUNCTIONS:

- Receives all incoming calls on main switchboard, takes messages, routes to proper individual or department.
- In Parks & Recreation, handles inputting and collecting registration fees for recreation classes and park permits.
- Acts as receptionist for the public coming into City Hall or professional greeter to the public in parks and recreation facilities, handling routine inquiries, requests for information or directs to proper department or individual.
- Receives, sorts and distributes incoming mail to all departments.
- Maintains bidders list for purchasing.
- Performs other duties as assigned and/or required.

- Punctuality and regular attendance are essential functions of this position.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience:

Must be a high school graduate or have a GED, and prior experience of at least one (1) year in a similar position.

Knowledge, Skills and Abilities:

Knowledge of office terminology, procedures, equipment, business math and English.

Skill in the operation of Word Perfect and ability to type from clear copy or rough draft at a reasonable speed.

Ability to understand and follow simple oral and written directions.

Ability to handle money when collecting fees, and be able to make correct change, log in money, and safeguard funds responsibly.

Ability to write legibly and speak clearly.

Ability to get along well with others and the general public. Clerical aptitude, mental alertness, tact and courtesy.

Ability to type 20 WPM.

PHYSICAL REQUIREMENTS/WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to walk. The employee must occasionally lift and/or move up to 25 lbs. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet.

2. OFFICE ASSISTANT

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to provide routine administrative support to the assigned department or assigned supervisor. Employees in this classification function at a moderately difficult generalist level and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position may be assigned to a large department and perform a broad array of generalized administrative support functions, or assignment may be to a smaller specialized department wherein incumbents receive instruction in departmental functions.

This classification requires strong organizational and interpersonal skills with the ability to carry out a variety of directed tasks.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Researches and generates correspondence, articles, memos, agendas, orders, reports, forms, manuals, or other relevant materials appropriate to the assigned department.
- Performs a variety of routine administrative functions, e.g., data entry, typing, reports processing.
- Compiles, prepares, and may be responsible for distributing daily, weekly, monthly or annual reports, invoices, purchasing orders, and other relevant materials appropriate to the assigned unit.
- Receives telephone inquiries and complaints, ascertaining the nature of the call, resolving customer issues or directing to appropriate personnel for further assistance.
- Performs a variety of essential record keeping duties, and maintains department record keeping and filing systems relevant materials appropriate to assigned unit, e.g., payroll, accounts payable, departmental files, personnel records, accounting data.
- Develops, receives and reviews various reports, plans, and applications for the purpose of verifying accuracy, and ensures necessary copies of pertinent documents are made and distributed appropriately, e.g., statistical data, licenses, invoices, purchase orders.
- Completes and processes various forms required of assigned department, i.e., personnel forms, invoices, work orders, purchase orders.
- Operates various office equipment, e.g., computer terminals, word processor, printers, copy machines, telephone systems, facsimile machines, calculators.
- Assists other unit personnel in supporting efficient functioning of the department.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by one (1) to two (2) years' experience and/or training in administrative/secretarial support functions; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance typing exam with 45 + Words Per Minute.

Knowledge, Skills, & Abilities –

Knowledge of the functions and operations of the department's activities.
Knowledge of governmental purchasing, personnel and accounting procedures.
Knowledge of the organizational structure and functioning of municipal government.
Knowledge of business writing including spelling, punctuation, and grammar.
Knowledge of mathematics.

Ability to understand and follow written and oral instructions.
Ability to plan, organize, and coordinate schedules and meetings.
Ability to read, update and maintain various records and files.
Ability to perform routine mathematical computations and tabulations accurately and efficiently.
Ability to access, operate and maintain various software applications.
Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines, calculators.
Ability to establish and maintain effective working relations with other employees, public officials, management, and the general public.
Ability to make decisions in accordance with laws, ordinances, regulations, departmental policies and procedures.
Skill in routine administrative support functions, e.g., bookkeeping, data entry, typing, reports processing.
Skill in business English, e.g., correspondence formats, spelling, punctuation and grammar.
Skill in composing routine correspondence, summaries and reports in a clear and concise manner; ability to compose routine correspondence, summaries and reports.
Skill acting as a liaison.
Skill in typing 45 WPM.
Skill in the principles and techniques of customer service skills.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

3. PRINCIPAL OFFICE ASSISTANT

WORK OBJECTIVE:

Under limited supervision, the purpose of the position is to provide responsible, complex administrative support to the assigned department or assigned supervisor. Employees in this classification function in a lead capacity and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Office Assistant by the degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence. Only projects with entail technical or highly complex matters are given close attention by the immediate supervisor.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Researches and generates routine to complex correspondence, articles, memos, agendas, orders, reports, forms, manuals, or other relevant materials appropriate to the assigned department; develops and generates material for supervisor's public speaking engagements and official correspondence.
- Attends meetings, conferences and briefings to document subject matter concerning amendments and developments impacting the supervisor or assigned work unit; occasionally takes and transcribes dictation or transcribes from dictating equipment.
- Performs a variety of routine to complex administrative functions, e.g., data entry, typing, reports processing, documentation proofing.
- Compiles, prepares, and may be responsible for distributing daily, weekly, monthly or annual reports, invoices, and other relevant materials appropriate to the assigned unit.
- Receives telephone inquiries and concerns, ascertaining the nature of the call, and resolving personally, directing it to the appropriate individual or department, or acting as liaison to the assigned senior level supervisor.
- Performs a variety of essential record keeping duties, and manages department record keeping and filing systems relevant materials appropriate to assigned unit, e.g., payroll, accounts payable, departmental files, personnel records, accounting data.
- Develops, receives, and reviews various reports, plans, and applications for the purpose of verifying accuracy, and ensures necessary copies of pertinent documents are made and distributed appropriately, e.g., statistical data, licenses, invoices, purchase orders.
- Completes and processes various forms required of assigned department, i.e., personnel forms, invoices, work orders, purchase orders. Monitors unit's budget.

- Coordinates logistics and travel arrangements for conferences, meetings and seminars, e.g., location reservations, time, and directions; assembly subject matter; travel reservations.
- Assists in the departmental preparation of operating budget; requests documents; reviews budget documentation to ensure compliance with pre-established guidelines and requirements.
- Operates various office equipment, e.g., computer terminals, word processor, printers, copy machines, telephone systems, facsimile machines, calculators.
- Assists with training and monitoring of other support staff and/or volunteers.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by up three (3) to four (4) years progressively responsible experience and/or training in administrative/secretarial support functions; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance typing exam with 45 + Words Per Minute.

Knowledge, Skills, & Abilities –

Knowledge of the functions and operations of the department's activities.

Knowledge of governmental purchasing, personnel and accounting procedures.

Knowledge of the organizational structure and functioning of municipal government.

Knowledge of business writing including spelling, punctuation, and grammar.

Knowledge of mathematics.

Ability to understand and follow written and oral instructions.

Ability to plan, organize, and coordinate schedules and meetings.

Ability to read, update and maintain various records and files.

Ability to perform routine mathematical computations and tabulations accurately and efficiently.

Ability to access, operate and maintain various software applications.

Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines, calculators.

Ability to establish and maintain effective working relations with other employees, public officials, management, and the general public.

Ability to make decisions in accordance with laws, ordinances, regulations, departmental policies and procedures.

Skill in moderately complex administrative support functions, e.g., bookkeeping, data entry, typing, reports processing.

Skill in business English, e.g., correspondence formats, spelling, punctuation and grammar.

Skill in composing routine correspondence, summaries and reports in a clear and concise manner; ability to compose moderately complex correspondence, summaries and reports.

Skill acting as a liaison.
Skill in typing 45 WPM.
Skill in the principles and techniques of customer service skills.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

4. SENIOR OFFICE ASSISTANT

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to provide highly responsible, complex administrative support to the assigned department or assigned supervisor. Employees in this classification function at journey level and are accountable for the accuracy of both routine and non-routine administrative support duties performed and analyzing administrative problems and recommending solutions as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Principal Office Assistant by the high degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Researches complex data and generates complex correspondence, articles, memos, agendas, orders, reports, forms, manuals, legal notices, or other relevant materials appropriate to the assigned department; develops and generates material for supervisor's public speaking engagements and official correspondence. Attends meetings, conferences and briefings to document subject matter concerning amendments and developments impacting the supervisor or assigned work unit; takes and transcribes dictation or transcribes from dictating equipment. Assists in the preparation of Commission agenda documents.

- Performs a variety of complex administrative functions, e.g., data entry, typing, researching and developing complex reports, documentation proofing. Administers and oversees complex work unit programs involving diversified work regulated by complex requirements, laws, policies, and/or procedures. Researches and plans activities for program development and maintenance. Oversees office administration. Classifies complex information, develops detailed reports, interprets advisory data, and implements changes. Reconciles data and accounts for cash funds. Coordinates a variety of special events, services, projects, and activities.
- Compiles, prepares, and may be responsible for distributing daily, weekly, monthly or annual reports, invoices, and other relevant materials appropriate to the assigned unit.
- Receives telephone inquiries and concerns, ascertaining the nature of the call, and resolving personally, directing it to the appropriate individual or department, or acting as liaison to the assigned supervisor.
- Performs a variety of complex, essential record management duties, and maintains department record keeping and filing systems relevant materials appropriate to assigned unit, e.g., payroll, accounts payable, departmental files, personnel records, accounting data. Develops and implements office systems, forms, and procedures; identifies procedures for process improvements, and recommends new methods and strategies to improve work flow and customer service.
- Receives and reviews various reports, plans, and applications for the purpose of verifying accuracy, and ensures necessary copies of pertinent documents are made and distributed appropriately, e.g., statistical data, licenses, invoices, purchase orders.
- Completes and processes various forms required of assigned department, i.e., personnel forms, invoices, work orders, purchase orders.
- Coordinates logistics and travel arrangements for conferences, meetings and seminars, e.g., location reservations, time, and directions; assembly subject matter; travel reservations.
- Assists in the departmental preparation of operating budget; requests documents; reviews budget documentation to ensure compliance with pre-established guidelines and requirements.
- Operates various office equipment, e.g., computer terminals, word processor, printers, copy machines, telephone systems, facsimile machines, calculators.
- Assists with training and monitoring of unit's work flow. May assign and review work of other support staff. Expedites the unit's work to take care of fluctuating workloads. Ensures office coverage during normal business hours. Coordinates office and business communications.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by four (4) to five (5) years responsible experience and/or training in administrative/secretarial support functions; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance typing exam with 45+ Words Per Minute.

Knowledge, Skills, & Abilities –

Considerable knowledge of the functions and operations of the department's activities.
Considerable knowledge of governmental purchasing, personnel and accounting procedures.

Knowledge of the organizational structure and functioning of municipal government.

Considerable knowledge of business writing including spelling, punctuation, and grammar.

Knowledge of mathematics.

Ability to understand and follow written and oral instructions.

Ability to plan, organize, and coordinate schedules and meetings.

Ability to transcribe dictation using notes or dictating equipment.

Ability to read, update and maintain various records and files.

Ability to perform routine mathematical computations and tabulations accurately and efficiently.

Ability to access, operate and maintain various software applications.

Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines, calculators.

Ability to establish and maintain effective working relations with other employees, public officials, management, and the general public.

Ability to make decisions in accordance with laws, ordinances, regulations, departmental policies and procedures.

Skill in routine administrative support functions, e.g., bookkeeping, data entry, typing, reports processing.

Skill in business English, e.g., correspondence formats, spelling, punctuation and grammar.

Skill in composing routine correspondence, summaries and reports in a clear and concise manner; ability to compose moderately complex correspondence, summaries and reports.

Skill acting as a liaison.

Skill in typing 45 WPM.

Skill in the principles and techniques of customer service skills.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

5. PERMIT SERVICES REPRESENTATIVE

WORK OBJECTIVE:

Under general supervision, the purpose of the position is to assist citizens and contractors with the processes of application, review and approval for building permits and inspections enforcing compliance with established State, County and City safety codes. Employee is responsible for administrative/clerical work in relation to regulatory standards, inspection activities, and permitting and licensing functions for building construction throughout the City. Performs other essential duties in support of departmental objectives to ensure safety and welfare of the general public and business community.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Answers inquiries and requests from the general public and business community, through friendly, professional customer service skills, ascertaining the needs of the customer and providing appropriate assistance and information; responds to escalated customer service issues. Instruct customer on forms completion, advise regarding permit process.
- Performs data entry tasks, and issues the appropriate documentation with compliance to established building codes and regulations.
- Coordinates all commercial and private inspection and permitting documentation to enforce compliance with South Florida Building Code of each respective trade, e.g., structural, electrical, mechanical, plumbing building/development. Receives permit paperwork; scrutinizes for completeness at time of receipt; logs document in and issues permit number. Homeowner requests, research open permits, investigate before issuing new permits
- Maintain contractor listing and credentials verification
- Performs both routine and non-routine administrative duties, as dictated by the nature of the task, e.g., data entry, records keeping, filing, basic calculations, typing.
- Receives telephone inquiries ascertains the nature of the call, and resolves personally or directs it to the appropriate individual or department.
- Performs a variety of essential record keeping duties, and maintains department record keeping and filing systems relevant to permitting.

- Performs various fiscal/ cashiering tasks, e.g., receives fees and payments for permitting, logs payments, generates appropriate receipts.
- Generates correspondence, memos, agendas, orders, reports, forms, permits or other relevant materials appropriate to the assigned department.
- Assists in maintaining and updating all code revisions and documentation.
- Receives and distributes all inward and outward office mail.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High School Diploma or GED; supplemented by one (1) to two (2) years responsible secretarial/customer service experience; or an equivalent combination of education, training, and experience. Must possess Notary Public Certification.

Knowledge, Skills, & Abilities –

Knowledge of all functions relevant to the processing and approval of building construction permits, e.g., plans review, licensing, permitting, inspections.

Knowledge of changes to building codes and city ordinances., as well as City/State changes related to contractor requirements

Knowledge of the principles and techniques of customer service skills.

Ability to understand and follow written and oral instructions.

Ability to perform routine administrative support functions, e.g., bookkeeping, data entry, typing, reports processing.

Ability to compose routine correspondence, summaries and reports in a clear and concise manner.

Ability to read, update and maintain various records and files.

Ability to perform routine mathematical computations and tabulations accurately and efficiently.

Ability to act as a liaison.

Ability to type 35 WPM.

Ability to access, operate and maintain various software applications.

Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to establish and maintain effective working relations with departmental personnel, Inspectors, and the general public..

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

6. LEGAL SECRETARY

WORK OBJECTIVE:

Legal secretarial and staff assistant work of more than ordinary difficulty and responsibility in the office of the City Attorney's Office of the City. An employee in this class performs moderately complex and varied clerical, staff assistant, legal secretarial duties and public contact work. Work is performed under general supervision and requires the application of knowledge of legal methods, requirements, and terminology in meeting a variety of work problems with some independence of action exercised in the disposition of work matters, giving information, receiving complaints, and other public contact work. Assignments are usually provided in the form of general outlines of desired results with detailed instructions received as required.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Provides clerical and secretarial support to legal staff.
- Sets and cancels hearings and trials, deals with judicial personnel.
- Files pleadings, obtains copies of court documents and recorded documents.

- Sets witness interviews.
- Prepares simple pleadings, notices and subpoenas.
- Drafts, types and edits reports, resolutions, ordinances, drafts, legal briefs, contracts, and other legal documents.
- Makes entries on legal calendar and assembles documents and exhibits needed for discovery in cases.
- Calendars pending cases to avoid delay or default in filing pleadings.
- Screens visitors and arranges appointments for attorney, explains standard programs and policies.
- Files and maintains documents and other data requested in the conduct of official business.
- Assists in maintaining the Law Library for legal staff.
- Reads, routes and types replies to daily correspondence.
- Maintains records and reports relative to legal work.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED preferred; supplemented by four (4) to six (6) years of secretarial or clerical experience; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Considerable knowledge of modern legal office practices, procedures, and appliances, and of Business English, legal terminology and civil law procedures, and of spelling and arithmetic.

Ability to work from standard forms to draft legal documents for supervising attorney's review.

Ability to analyze facts and exercise responsible judgment; understand and interpret complex rules and regulations; understand and follow complex oral and written instructions; and express ideas clearly and concisely, orally, and in writing.

Ability to establish and maintain effective working relationships with other employees and the public.

Ability to operate a computer, knowledge of Word 6.0 or higher and Excel.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials

of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with limited exposure to disagreeable environmental factors.

7. ACCOUNTING CLERK I

GENERAL PURPOSE

Performs cashiering, clerical and accounting work of a routine nature.

SUPERVISION RECEIVED

Works under the general supervision of the Comptroller and/or Utility Billing Specialist.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serves as a cashier including receipting of utility payments and various other payments.

Responds to and works with customers and handles their inquiries.

Enters payment data and performs account inquiry on point-of-sale cash register.

Opens mail and balances and totals money received by mail.

Counts and rolls money received from mini-bus and parking meters.

Assists in maintaining a daily cash balance and balancing cash on hand against receipts.

Assists in preparing and balancing deposits.

Prepares periodic utility, financial, statistical or operational reports as assigned.

PERIPHERAL DUTIES

Provides clerical and accounting support to the finance staff as required.

Assists in utility billing operations as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) High school diploma or GED equivalent, and

- (B) Two (2) years of accounting or finance related experience, or
- (C) Any equivalent combination of education, training and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of the principles and practices of cashiering and business math;
- (B) Working knowledge of computers and electronic data processing;
- (C) Working knowledge of modern office practices and procedures;
- (D) Some knowledge of general bookkeeping procedures and practices.
- (E) Skill in operating listed tools and equipment;
- (F) Ability to perform arithmetic computations accurately and quickly;
- (G) Ability to communicate effectively verbally and in writing;
- (H) Ability to establish successful working relationships;
- (I) Ability to work under pressure and/or frequent interruptions;
- (J) Ability to receive cash and make change with accuracy and speed;
- (K) Ability to deal effectively with the public.

Certification from the Federal Emergency Management Administration, National Incident Management System IS-700 Introduction to NIMS, IS-800 National Response Plan.

SPECIAL REQUIREMENTS

Must be bondable.

TOOLS AND EQUIPMENT USED

Personal computer and computer terminal, including word processing, application and spreadsheet software; 10-key calculator, phone, fax, point-of-sale cash register and copy machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

8. ACCOUNTING ASSISTANT

WORK OBJECTIVE:

Under direct supervision, the purpose of the job is to perform routine accounting and administrative support work according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at support staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes posting, data entry, maintenance and reconciliation tasks relevant to assigned functional areas, e.g., billing, purchase orders, invoices, payroll, accounting records and reports.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Performs support level accounting work according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work.
- Maintains adherence to generally accepted accounting principles and auditing standards; ensures maintenance of proper audit trails and verification for all processed work.

- Receives and performs data entry tasks for various billings and payments relevant to accounts payable and/or receivable functions, e.g., invoices, requisitions, purchase orders, check requests, billings, payroll, petty cash receipts, payments, stop payments.
- Performs posting, data entry, and maintenance tasks relevant to assigned functional areas, e.g., purchase orders, billing, invoices, accounting records and reports.
- Performs verification tasks for invoices/receipts/balances according to department checks and balances procedures.
- Maintains, updates and reconciles various logs, reports, ledgers, files, databases, and spreadsheets.
- Generates various system reports and receipts, and ensures accuracy, e.g., billing, payroll processing, personnel accounting processing, insurance billings.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

High school diploma or GED; supplemented by one (1) to two (2) years responsible experience in accounting work, e.g., processing invoices and requisitions, budgeting, payroll processing, payments, stop payments, maintaining general ledger accounts; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Knowledge in the principles and techniques of customer service skills.

Ability to understand and follow written and oral instructions.

Ability to perform routine administrative support functions, e.g., bookkeeping, data entry, typing, reports processing.

Ability to read, update and maintain various records and files.

Ability to type 35 WPM.

Ability to access, operate and maintain various software applications.

Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to establish and maintain effective working relations with others.

Skill in performing routine mathematical computations and tabulations accurately and efficiently.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

9. **ACCOUNTANT**

WORK OBJECTIVE:

Under general direction, the purpose of the job is to perform routine to moderately complex accounting analysis according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at professional staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes researching and collecting data, preparing clear and concise financial reports, and monitoring expenditures and revenues of assigned divisions and/or departments.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Develops, recommends, implements and conducts accounting audits and programs designed to accurately reflect financial conditions; prepares reports to identify deviations from accounting standards.
- Performs routine accounting analysis according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work.
- Maintains adherence to generally accepted accounting standards and principles; ensures maintenance of proper audit trails and verification and reconciliation actions for all processed work.

- Prepares and analyzes various investment and financial management programs, e.g., Return On Investment (ROI), City grants, audit reports; coordinates and implements the City's Cost Allocation Plan.
- Prepares, analyzes and reports monthly financial statements for all areas of accounting; assists in the preparation of various five year financial programs.
- Analyzes various billings and payments relevant to accounts payable and/or receivable functions, e.g., cash flow, invoices, requisitions, work orders, check requests, payroll, billings, payments.
- Assists Financial Services Accounting Team in the completion of the Comprehensive Annual Financial Report (CAFR), e.g., Cash & Investments lead and footnote disclosures; Federal, State and Statistical Single Audit Reports.
- Assists staff and support employees with coordination and preparation of schedules and activities of year-end audits.
- Maintains, updates and reconciles various logs, reports, ledgers, files, databases, and spreadsheets.
- Generates various system reports or audit calculations to verify accuracy, e.g., billing, payroll processing, personnel accounting processing.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

Bachelor's Degree in Accounting or related field; supplemented by two (2) to four (4) years progressively responsible experience in accounting or financial analysis, preferably within a similar government agency; or an equivalent combination of education, training, and experience. Must be a Certified Public Accountant in the State of Florida.

Knowledge, Skills, & Abilities –

Knowledge of the principles and practices of governmental accounting/budgeting management and analysis.

Ability to understand and follow written and oral instructions.

Ability to express ideas clearly and concisely, both orally and in writing.

Ability to read, update and maintain various records and files.

Ability to type 35 WPM.

Ability to access, operate and maintain various software applications.

Ability to operate basic office equipment e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to establish and maintain effective working relations with others.

Skill in performing and analyzing routine to moderately complex accounting work and financial analysis; ability to recognize and report deviations through audit programs.

Skill in performing routine to moderately complex mathematical computations and tabulations accurately and efficiently.

PHYSICAL REQUIREMENTS:

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

ENVIRONMENTAL REQUIREMENTS:

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors, e.g., dust, cleaning chemicals/fumes, mild temperature variations.

10. INFORMATION SERVICES TECHNICIAN

WORK OBJECTIVE:

Performs technical and administrative work for Production Support Team. This position assists department in meeting service level agreements relative to: system availability, problem resolution, and demand request completion. Work is performed under general direction with some latitude for individual initiative and judgment and is reviewed via customer feedback and tangible results.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Staff service desk as assigned and provide 1st level support in accordance with service level agreements.
- Perform Production Service Events and System Availability Checks as required.

- Update service requests to reflect current status and work completed based upon results reported by other teams.
- Perform system backups as scheduled.
- Perform quality control of completed work requests and update cause code and sla indicators.
- Perform password resets on numerous systems.
- Assist with developing and delivering training programs relative to software and procedures.
- Assist in system testing of new and/or upgraded applications and services prior to implementation.
- Assist in testing of new and/or revised production procedures as part of change management process.
- Perform related tasks as assigned.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

Associate's Degree in Computer Science or closely related field; supplemented by two (2) to four (4) years responsible experience in production support and/or service desk environments; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Knowledge of modern office practices, procedures and equipment.

Ability to operate office information equipment and communicate accurately in written and verbal form.

Ability to keep and monitor detailed records, prepare reports, conduct tests, analyze test results and take proper corrective steps.

Knowledge of computer operations and the concepts of operating systems, utilities, and application software.

Ability to establish and maintain effective working relationships with co-workers, customers, outside contractors and vendors

Ability to train users in technical support procedures.

Ability to troubleshoot and resolve basic software, hardware and network problems.

Ability to make decisions recognizing per established guidelines, precedents and practices.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds).

ENVIRONMENTAL REQUIREMENTS:

Some tasks include working around moving parts, light to moderate weight motor equipment, and materials handling where physical risks are predictable and/or controllable by observance of standard safety precautions.

Position is responsible for work supporting the operation, installation and use of information processing software, applications and procedures. Incumbent tests and resolves problems with production applications and services. Duties include data analysis, report generation, and execution of scheduled production service events.

11. INFORMATION SERVICES SPECIALIST

WORK OBJECTIVE:

This is moderately complex technical work supporting the operation, maintenance and installation of information processing equipment, software, applications and procedures.

An employee in this class tests and evaluates information processing equipment and procedures, resolves problems with equipment and provides basic training in procedures and techniques. Duties include data analysis, report generation, and problem solving. Independent analysis and work decisions are made on technical matters. Leadership may be given to subordinate technicians regarding maintenance, equipment setup and repair. This class supports any or all departmental automation efforts, including LAN, WEB development, graphics software and GIS functions as related to departmental projects and requirements.

Assignments are made orally or in writing and work is reviewed through observation of results obtained, conferences and periodic reports or evaluations.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Acts as user contact point for reporting problems, analyzes and makes preliminary determinations regarding network related problems, applications or software problems, and guides users through corrective action steps.

- Prepares technical user documentation for a variety of applications.
- Develops and provides training programs to user personnel in the proper use of equipment, software and procedures.
- Coordinates and assists in the installation and implementation of information processing systems, analyzes equipment and recommends modifications.
- Prepares equipment for operation; initializes disks, configures systems and loads software; performs specialized operations such as system recoveries, system backup and assignment of passwords and other protection features.
- Advises management on applications to assist department operations.
- May supervise, lead or guide subordinate technical and clerical employees.
- Installs and configures operating systems on computers.
- Configures, maintains and troubleshoots telephone systems and other communication systems.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience –

Associate's Degree in Computer Science or closely related field; supplemented by three (3) to five (5) years responsible technical experience involving network installation, implementation, and administration, to include two (2) years in a supervisory capacity; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities –

Knowledge of business English, spelling and mathematics and modern office practices, procedures and machines.

Knowledge of office automation, data processing and word processing equipment, practices, and procedures.

Knowledge of collection, inputting, analysis and dispersal of departmental data into or out of a computer.

Knowledge of computer operations and the concepts of operating systems, utilities, and application software.

Knowledge of information network or operating systems troubleshooting and maintenance procedures.

Knowledge of the principles, practices, techniques and instruments associated with drafting, graphics and design work.

Skill in hardware/software diagnostic procedures.

Skill in verbal and written communication, personnel interaction, and interpretation of poorly defined information.

Ability to train users in technical support procedures.

Ability to organize and conduct basic training classes for non-technical users.

Ability to utilize application software and utilities to perform analyses, generate reports, sort and categorize data, etc. which may include skill in the manipulation of automation equipment and software relative to application of graphics and Web sites.

Ability to troubleshoot and resolve routine software, hardware and network problems.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds).

ENVIRONMENTAL REQUIREMENTS:

Some tasks include working around moving parts, light to moderate weight motor equipment, and materials handling where physical risks are predictable and/or controllable by observance of standard safety precautions.

12. PUBLIC WORKS INSPECTOR

WORK OBJECTIVE:

Provide Construction Engineering Services for Public Works Projects (stormwater, milling and resurfacing, sidewalk, new road construction, landscaping, irrigation, lighting).

The candidate must possess the following minimum requirements:

- Have background experience in engineering, construction management or related field.
- Be able to read design plans
- Perform technical and administrative work to determine compliance with contract plans and specifications.
- Keep accurate records with daily project items installed (e.g. square foot, linear feet, tons, etc.)
- Produce daily, weekly, monthly reports related with project activities.
- Review and approve quantities submitted by the Contractor for payment.
- Inform residents, formal and informal about project progress (phone, email, letters, face to face conversations).
- Respond to customer complaints.
- Monitor project schedule.

13. PARK RANGER

GENERAL STATEMENT OF JOB

Under general supervision, performs a wide variety of tasks in the day-to-day operation, maintenance and patrol of the Town Parks and related facilities. Is responsible safety and security of parks and patrons. Reports to Parks and Recreation Coordinator or designee.

ILLUSTRATIVE EXAMPLES OF WORK

ESSENTIAL JOB FUNCTIONS

- Patrols the park and related facilities to enforce regulations, maintain order and assist the public in the use of the facilities; opens and closes parks and community buildings as necessary. Inspects parks and playgrounds to ascertain need for repair or maintenance and performs minor repair work or submit work orders for repair.
- Enforces rules and regulations with the public concerning matters of park usage.
- Radios for police help in emergencies such as serious injuries, disorderly conduct or lost children.
- Performs a variety of duties associated with the daily custodial maintenance of park areas and facilities.
- Performs minor maintenance duties to park equipment and facilities; processes work orders for more complicated maintenance needs.
- Opens reserved park areas for use by a variety of clubs and organizations or the general public; prepares and ensures area or buildings are in working order and there is no damage prior to event and after usage. Secures area or facility afterward.
- Participates in various fee collection, accounting and records maintenance activities.
- Promotes good public relations with citizens using the park and recreation facilities.

ADDITIONAL JOB FUNCTIONS

- Assists in the instruction of new employees on new or difficult job assignments.
- Performs other related work as required.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school and 1 to 2 years of experience in park operations and maintenance work preferred; or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

SPECIAL REQUIREMENTS

Must possess a valid Class "E" Florida driver's license

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Must be able to exert up to 100 pounds of force occasionally, and/or up to 25 pounds of force frequently, and/or 10 pounds of force constantly to move objects. Physical demand requirements are those for Medium Work. Must be able to walk trails throughout the various parks for extended period of time.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural or compositional characteristics (whether similar or divergent from obvious standards) of data, people or things.

Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments or directions from superiors, and giving instructions, assignments or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of reports, letters and memos; work orders, diagrams, drawings, studies, etc. Requires the ability to prepare correspondence, reports, forms, permits, records, purchase orders, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including accounting, mechanical and natural science terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability coordinate hands and eyes rapidly and accurately in using hand and power tools. Must be able to operate a vehicle safely.

Manual Dexterity: Requires the ability to handle a variety of items such as hand and power tools. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with emergency situations.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via a telephone and two-way radio.

PERFORMANCE INDICATORS

Knowledge of Job: Has general knowledge of the standard practices, materials, tools, and equipment employed in park operations and maintenance. Has some knowledge of Town provisions, law, ordinances and policies pertaining to care of park equipment and properties. Has some knowledge of the occupational hazards and safety precautions related to the work. Is skilled in the use and care of the tools, equipment and materials employed in the work. Is able to prepare and maintain routine work records and reports. Is able to communicate effectively both orally and in writing. Is able to exercise tact and courtesy in dealings with the public. Is able to establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all Town departments and divisions, co-workers and the general public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Illustrative Examples of Work."

Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, Town policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to Town policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time-off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountability. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with Town policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the Town.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and Town benefit. Contributes to maintaining high morale among all Town employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the Town and project a good Town image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the Town. Interacts effectively with fellow employees, supervisors, professionals and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the Town and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

14. PURCHASING ASSISTANT

WORK OBJECTIVE:

Under direct supervision, the purpose of the position is to assist the administrative functions of purchasing and receiving commodities and supplies for all departments. Employees in this job classification function at entry level to aid in maintaining vendor relationships for the continuous supply of quality products. Work includes maintaining basic

commodity buying, records and reports, weekly and monthly product updates, and product inventory journals.

ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Assists in the operational functions of purchasing, stocking and distributing commodities and supplies for the City.
- Conducts bids of basic commodity items for Central Stores, utilization of others, and existing government contracts.
- Receives and prepares special shipments, UPS and Freight shipments; notifies specific departments of delivery.
- Prepares and submits purchase orders and reorder reports.
- Aids in maintaining vendor relationships for the continuous supply of quality products.
- Maintains records and reports, weekly and monthly product updates, and product inventory journals.
- Maintains active communication with Purchasing Agents, and Purchasing Administrator to define required tasks that will support departmental administrative functions.
- Participates in current and new product review to determine appropriate product purchasing, distribution and development.
- Performs administrative support duties, e.g., data entry, file and records maintenance.
- Reviews information for product procurement.
- Operates a forklift to stock and retrieve products and supplies from warehouse.

MINIMUM QUALIFICATIONS:

Education / Certifications / Experience -

High School Diploma or GED; supplemented by six (6) to eleven (11) months experience in the administrative support functions of purchasing, accounting or related field; or an equivalent combination of education, training, and experience.

Knowledge, Skills, & Abilities -

Knowledge of generally accepted standard purchasing principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work.

Ability to understand and follow written and oral instructions.

Ability to utilize vendor catalogues, commercial registers, directories, office files and other recourses for the procurement of goods.

Ability to perform routine mathematical computations and tabulations accurately and efficiently as they relate to purchasing.

Ability to read, update and maintain various records and files.

Ability to access, operate and maintain various software applications.

Ability to clearly communicate information both verbally and in writing.

Ability to operate basic office equipment, e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines.

Ability to establish and maintain effective working relationships with all City personnel, departmental personnel and supervisors, and vendors.

Skill in operating pallet jack and forklift safely.

PHYSICAL REQUIREMENTS:

Tasks involve the intermittent performance of physically demanding work, typically involving some combination of reaching, bending, stooping, kneeling, or crouching, and that may involve the lifting, carrying, pushing, and/or pulling of heavy objects and materials (20-80 pounds).

ENVIRONMENTAL REQUIREMENTS:

Some tasks include working around moving parts, light to moderate weight motor equipment, and materials handling where physical risks are predictable and/or controllable by observance of standard safety precautions.

