

Exhibit B

Mobile LiDAR Review Contract with WSP USA, Inc.

**CONTRACT FOR
MOBILE LIDAR SURVEY REVIEW FOR THE MUNICIPALITIES
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
WSP USA, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by MONROE COUNTY (“COUNTY”), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 2-205, Key West, Florida 33040 and WSP USA, Inc. 100 North Parkway, Suite 110, Worcester, MA 01605 (WSP) (“CONSULTANT”).

WITNESSETH

WHEREAS, sea-level rise is a high priority issue in low-lying areas throughout the world and Monroe County’s municipalities are experiencing first hand these impacts on its roads and facilities; and

WHEREAS, the COUNTY and municipalities are interested in determining more accurate elevations for roads, land and buildings measure and evaluate the low-lying areas and to assess areas that are vulnerable to sea level rise; and

WHEREAS, the availability of accurate elevations will enable several other tasks of interest to the municipalities, including road maintenance, road elevations, pavement condition evaluation, road drainage analysis, utility infrastructure location inventory, and vegetation management; and

WHEREAS, the COUNTY has a separate CONTRACT with Wood to provide mobile LiDAR surveys for the five municipalities of Islamorada, Layton, Marathon, Key Colony Beach and Key West for their municipal roads and other facilities to obtain elevation data to help them prepare for sea level rise; and

WHEREAS, the COUNTY and municipalities desire to have a CONSULTANT perform mobile LiDAR survey assistance and review of the collected data for the five municipalities; and

WHEREAS, the CONSULTANT is a professional firm qualified to render said services; and

WHEREAS, the COUNTY desires to engage the CONSULTANT to provide such services to the COUNTY on behalf of the municipalities according to the terms and subject to the conditions set forth herein.

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

Section 1. SCOPE OF SERVICES

CONSULTANT shall perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement. CONSULTANT shall provide the scope of services in Exhibit A for the COUNTY. CONSULTANT warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONSULTANT shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. CONSULTANT shall provide services using the following standards, as a minimum requirement:

- A. The CONSULTANT shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
- B. The personnel shall not be employees of or have any contractual relationship with the COUNTY. To the extent that CONSULTANT uses subcontractors or independent Consultants, this Agreement specifically requires that subcontractors and independent CONSULTANTS shall not be an employee of or have any contractual relationship with COUNTY.
- C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY’S RESPONSIBILITIES

- 2.1 The COUNTY will provide such data as is required by the CONSULTANT and is mutually agreed upon.
- 2.2 The COUNTY will make payments as outlined in **Section 4** of this Agreement.

Section 3. TERM OF AGREEMENT

- 3.1 Except as noted below, this Agreement shall be effective on the date of execution. The County shall issue a Notice to Proceed which will conclude with completion of the services outlined in Exhibit A of this Agreement, which shall not be later than nine (9) months.

Section 4. CONTRACT SUM AND PAYMENT TO CONSULTANT

- 4.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT’S performance of the Contract the Contract Sum of Eighteen Thousand Five Hundred Dollars (\$18,500.00), subject to additions and deductions as provided in the Contract Documents.
- 4.2 Payment will be made according to the hours expended per municipality as shown in **Exhibit A**, and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The Provider shall submit to the COUNTY an invoice with supporting documentation in a form acceptable to the Clerk and to Monroe County.

Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. Acceptability to Monroe County is based on Monroe County rules. The Project Manager will review the request, note approval on the request and forward it to the Clerk for payment. The Clerk will seek reimbursement from the municipalities prior to payment being made to the CONSULTANT.

- 4.3 The COUNTY's performance and obligation to pay under this Agreement is contingent upon receipt of funds from the municipalities for the services performed.
- 4.4 Any extension of this Agreement beyond the term noted in Section 3 is contingent upon appropriations by Monroe County's municipalities.

Section 5. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement with or without cause upon thirty (30) days' notice to the CONSULTANT. COUNTY shall pay CONSULTANT for work performed through the date of termination.

Section 6. CONSULTANT'S ACCEPTANCE OF CONDITIONS

- A. CONSULTANT hereby agrees that they have carefully examined the RFP, his response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by CONSULTANT, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONSULTANT.
- B. Any ambiguity or uncertainty in the specifications shall not be construed against the drafter.
- C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONSULTANT shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
- D. CONSULTANT agrees that County Administrator or his designated representatives may visit CONSULTANT'S facility (ies) periodically to conduct random evaluations of services during CONSULTANT'S normal business hours.
- E. CONSULTANT has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 7. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

To the COUNTY: County Administrator, Mr. Roman Gastesi
1100 Simonton Street, Suite 205
Key West, Florida 33040

To the CONSULTANT: WSP USA, Inc., Mr. Ted Covill
100 North Parkway, Suite 110
Worcester, MA 01605

Section 8. RECORDS

Public Records Compliance. CONSULTANT must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONSULTANT in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONSULTANT. Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

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

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONSULTANT is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County’s custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records that would be required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

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

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

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

Section 9. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NO. 010 & 020-1990

The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Section 10. CONVICTED VENDOR

By signing this agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entities Crime Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from County's competitive procurement activities.

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 an Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, subcontractor, or CONSULTANT under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 11. GOVERNING LAW, VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONSULTANT agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 12. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 13. ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

Section 14. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

Section 15. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 16. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 17. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 18. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

COUNTY and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONSULTANT agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to

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

During the performance of this Agreement, the CONSULTANT, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

(a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 CONSULTANT 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) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee, who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions, discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(d) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The CONSULTANT will include the portion of the sentence immediately preceding sub-paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Section 19. COVENANT OF NO INTEREST

COUNTY and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 20. CODE OF ETHICS

The parties understand that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 21. NO SOLICITATION/PAYMENT

The COUNTY, MUNICIPALITIES and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 22. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 23. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 24. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 25. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONSULTANT agree that neither the COUNTY nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 26. ATTESTATIONS

CONSULTANT agrees to execute such documents as the COUNTY may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, a Drug-Free Workplace Statement, a Non-Collusion Affidavit and a Vendor Certification Regarding Scrutinized Companies.

Section 27. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 28. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 29. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 30. INSURANCE POLICIES

30.1 General Insurance Requirements for Other CONSULTANTS and Subcontractors.

As a pre-requisite of the work governed, the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONSULTANT. As an alternative, the CONSULTANT may require all Subcontractors to obtain insurance consistent with the attached schedules; however CONSULTANT is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONSULTANT will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT's failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified herein. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion

of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT's failure to maintain the required insurance.

The CONSULTANT shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the CONSULTANT's insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, the municipalities, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

30.2 Insurance Requirements

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners and the municipalities shall be named as Additional Insured on all policies issued to satisfy the above requirements.

30.3 Vehicle Liability Insurance requirements

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$200,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

The Monroe County Board of County Commissioners and the municipalities shall be named as Additional Insured on all policies issued to satisfy the above requirements.

30.4 Workers' Compensation Insurance Requirements

Prior to commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

30.5 Professional Liability Requirements

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the CONSULTANT shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the CONSULTANT arising out of work governed by this contract.

The minimum limits of liability shall be \$300,000 per Occurrence/\$500,000 Aggregate.

Section 31. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the COUNTY and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of CONSULTANT or any of its employees, agents, CONSULTANTs or other invitees during the term of the Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or omissions, or other wrongful act or omission of CONSULTANT or any of its employees, agents, sub-CONSULTANTs or other invitees, or (C) CONSULTANT's default in respect of any of the obligations that it undertakes under the terms the Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, CONSULTANTs or invitees (other than CONSULTANT). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of the Agreement, this provision will survive the expiration of the term of the Agreement or any earlier termination of the Agreement.

Section 32. INDEPENDENT CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent CONSULTANT and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, CONSULTANTs, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent CONSULTANT the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 33. COMPLETENESS OF WORK.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the

COUNTY by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

To the extent that there is any conflict between the provisions of this Agreement and provisions of Exhibit A, the terms and conditions in this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 2022.

(SEAL)

Attest: **Kevin Madok, CLERK**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By _____
As Deputy Clerk

By: _____
MAYOR

(CORPORATE SEAL)

ATTEST:

WSP USA, INC.

By _____

Sr. Director Operations, VP
By: _____
Title:

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 5-13-2022

Exhibit A - SCOPE OF SERVICES



WSP USA, Inc.
100 North Parkway,
Suite 110
Worcester, MA
01605

May 2, 2022

Ms. Rhonda Haag
Director Sustainability
Monroe County BOCC

Dear Rhonda,

RE: Mobile LiDAR Survey Assistance

WSP USA Inc. (WSP) is providing this proposal for Monroe County (County) for general consulting and data review. WSP has previously aided with an upcoming mobile LiDAR project that the County will be conducting. WSP understands that the County will be contracting with Wood Environmental to provide the mobile LiDAR data collection and data extraction.

This proposal includes the preparation and participating in meetings with the County and the Contractor, review of the project deliverables and general consulting,

SCOPE OF WORK

Task 1 Project Work Plan Review

It is anticipated that the Consultant will provide the County with a Project Work Plan. This Work Plan will outline the Consultant's approach and methodologies that will be used on the project. WSP will review the project plan and provide comments and suggestions to ensure that the Consultant is providing the services and deliverables that were outlined in the RFP and the Consultants proposal.

Task 2 Preparation and Meeting Participation

WSP anticipates that there will be four meetings that WSP may participate in:

- Pre-pilot meeting-This meeting will discuss the pilot project where the Consultant will provide services for a small area within the County as a "test" of the Consultant's project approach and methodology.
- Post-pilot meeting-This meeting will discuss the results of the pilot project and the County will provide comments and potential corrections that will be applied to the remainder of the project.
- Mid-project meeting-This meeting will be used to discuss the projects deliverables and schedules. The County will discuss and issues that may have arisen during the project.
- Project wrap-up meeting-When the County receives the final deliverables, a meeting will take place to outline any remaining issues, comments that need to be addressed and any remaining items that need to be provided to the County.

Task 3 – Pilot Project Review

The Pilot Project will be the first set of data that the Consultant will provide to the County. WSP will review the data to ensure that the data meets the project specifications that were outlined in the RFP and as contracted with the County. WSP will load and test the data, check layering schema, data connectivity and general integrity of the data. WSP will provide the County with our findings and outline any issues that the Contractor needs to address as they proceed on to the remaining project area.



Task 4 – Delivery Area Review and Final Review

WSP will provide a review of each of the delivery areas. These reviews will be like the Pilot Project Review. WSP will monitor the progress of the project and ensure that the data that is being delivered and the quality is consistent and that all comments and directions that were given to the Contractor were applied to each of the deliveries.

Upon completion of the data deliveries, WSP will conduct a final review of the data and assure that the County has received all project deliverables. WSP will provide feedback to the County and recommend any issues that must be resolved before the County accepts the data.

Task 5 – General Consulting Services

WSP will be available to provide General Consulting Services to the County. The Consulting Services provided will be, but not limited to:

- Phone calls to assist the County regarding the Mobile LiDAR project not outlined above.
- Review current and new technologies that may be of interest to the County and how best to implement these technologies.
- Offer the County guidance regarding equipment and software that may be needed to process and work with the data delivered as part of the Mobile LiDAR Project.
- Provide guidance on other geospatial initiatives (photogrammetry, digital orthophotography, aerial LiDAR, GIS, etc.) that the County may conduct

PROJECT TEAM

WSP | Parsons Brinckerhoff will assign the following professionals to this project:

- Project Manager – Ted Covill, CP, PPS, WSP’s Aerial Mapping and Remote Sensing Group Manager
- Technical Advisor LiDAR – This person will review LiDAR, Imaging and point registrations
- Technical Advisor Data Extraction – This person will review the LiDAR and review Data that is extracted from the Mobile LiDAR point cloud data

ESTIMATED FEES

Municipality	LiDAR Data Review and Evaluation
Islamorada	\$6,105.00
Key West	\$6,475.00
Key Colony Beach	\$555.00
Layton	\$185.00
Marathon	\$5,180.00
Total	\$18,500.00



ASSUMPTIONS

- All meetings will be held via conference call.
- Task 3 assumes that the data will require a single review and the Consultant's resubmittal does not introduce additional issues that will need to be resolved.

SCOPE OF SERVICES: WSP shall be obligated to perform only the services described in this Proposal for the fees identified above. In the event that the Client (or its agents or representatives) requests services outside of the stated scope and WSP undertakes to perform same, WSP shall perform the services on a time and materials basis at its then standard hourly rates, unless the Client and WSP enter into a written change order, supplemental agreement or separate agreement for said additional services, which provides for a different compensation arrangement. Any such additional services shall otherwise be subject to these Terms and Conditions.

PAYMENT: Payment for the services shall be due and payable by the Client upon presentation of an Invoice by WSP. At the option of WSP, Invoices shall be provided monthly, upon completion of any phase of the work or at other appropriate intervals. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Contractor to submit to the County invoices with supporting documentation that are acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursement of funds.

RECORDS, AUDITS: The Contractor shall maintain all books, records and documents in accordance with generally accepted accounting principles. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to the records for public records or auditing purposes during the term of this Agreement and for a period of five (5) years thereafter. If an auditor employed by the County or Clerk determines that monies paid to Workday were not authorized pursuant to the Agreement, Workday shall repay the monies together with interest calculated pursuant to F.S. 55.03, running from the dates on which the monies were paid to Workday.

PUBLIC RECORDS: Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

- a. Keep and maintain public records required by Monroe County in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.



c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to Monroe County all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Monroe County, upon request from the public agency's custodian of records, in a format that is compatible with the information technology systems of Monroe County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305) 292-3470, bradley-brian@monroecounty-fl.gov, c/o Monroe County Attorney's Office, 1111 12th St., Suite 408, Key West FL 33040.

DISPUTES: Any dispute as to an invoice shall be resolved in accordance with the provisions of the Florida Local Government Prompt Payment Act.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All work product prepared by WSP, including but not limited to, reports, plans, plats, specifications, designs, surveys, field data, field notes, laboratory test data, calculations, estimates, computer data or drawing files, and other documents ("Instruments of Service") in connection with the performance of its duties hereunder shall be and remain the property of WSP. Client, upon payment of all sums due to WSP, is hereby granted a license to use the Instruments of Service for purposes of the Project only. Such documents are not intended or represented to be suitable for reuse by the Client or others on extension of the project or on any other project. Any reuse of Instruments of Service prepared by WSP without written permission or adaptation by WSP for the specific purpose intended shall be at the Client's sole risk and without liability or legal exposure to WSP and subject to reasonable compensation by Client to WSP, as determined by WSP at its sole discretion.

STANDARD OF PRACTICE: Services performed by WSP under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar



conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

EXCLUSIONS: WSP shall have no responsibility for: (a) the accuracy or sufficiency of any document prepared by others and provided to WSP by the Client or as directed by Client. It is specifically acknowledged that WSP has no control over, and has made no representation with regard to, the favorable or timely approval, permitting, or licensing action by governmental agencies, departments or boards as a result of services provided by WSP.

FORCE MAJEURE: No delay or failure in performance by either party (except with respect to payment) shall constitute default hereunder or give rise to any claims if such delay or failure is caused by Force Majeure.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the State where the project is located.

SEVERABILITY: Should any portion or provision of this Agreement be found to be unenforceable then all other provisions shall remain in full force and effect.

MODIFICATION OF TERMS AND CONDITIONS: If the Client makes changes to the Proposal or these Terms and Conditions or attached different or additional contract terms hereto, same shall not be binding on WSP unless and until WSP specifically agrees to same in writing.

ASSIGNMENT: The agreement to which these terms and conditions relate, and the rights and obligations hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

PROPOSAL EXPIRATION: Unless otherwise stated in the Proposal, the offer to provide professional services set forth in the Proposal is valid for ninety (90) days from the date of the Proposal. WSP shall have the right to cancel and withdraw the Proposal at any time prior to acceptance.

BUSINESS INTEGRITY: WSP is committed to integrity in all aspects of its businesses and expects its clients and partners to be similarly committed. As such, Client shall always be in compliance with all applicable laws, rules and regulations, including but not limited to those dealing with bribery, kickbacks, corruption and other prohibited business practices.

E-Verify (F.S. 448.095):

(a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer,



contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b)1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If a public employer terminates a contract with a contractor under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

(f) A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

PUBLIC ENTITY CRIME STATEMENT:

(Section 287.133 F.S.): "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ETHICS CLAUSE

Company warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Monroe County Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as



amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and CONTRACTOR to, or the subject matter of, this Agreement.

Attachments 1 and 2 to this Exhibit (Non-Collusion Statement and Drug-Free Workplace Form) are hereby incorporated by reference as if fully set forth herein.

We greatly appreciate the opportunity to provide you with a proposal for these services. Please let me know if you have any questions, or if you require additional information.

The proposal represents our best evaluation of the professional and technical services required to complete the project. If the proposal is satisfactory to you, please indicate your acceptance by completing and signing the original in the space provided below and return the original to this office for our files. Please keep a copy for your records.

If you have any further questions, please do not hesitate to call this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ted Covill'.

Ted Covill, CP, PPS

Aerial Mapping and Remote Sensing Group Manager

Monroe County Purchasing Policy and Procedures

ATTACHMENT D.10

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath,
and under penalty of perjury, depose and say that

- a. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
- b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

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

notarization, on _____ (date) by

_____ (name of affiant). He/She is personally known to me or has

produced _____ (type of identification) as

identification.

NOTARY PUBLIC

My Commission Expires: _____

Revised BOCC 3/18/2020

Monroe County Purchasing Policy and Procedures

ATTACHMENT D.11

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

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

NOTARY PUBLIC

My Commission Expires: _____

Revised BOCC 3/18/2020